

**IN THE DISTRICT COURT OF THE UNITED STATES  
FOR THE SOUTHERN DISTRICT OF NEW YORK.**

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UNITED STATES OF AMERICA, PETITIONER,

against

**HAMBURG-AMERIKANISCHE PACKET-  
FAHRT-ACTIEN-GESELLSCHAFT,  
AND OTHERS, DEFENDANTS.**

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**EXHIBITS.  
VOLUME I.**





## Petitioner's Exhibit 1.

1

The President of the United States of America, to  
International Mercantile Marine Co., 9 Broadway,  
New York, N. Y., GREETING:

WE COMMAND YOU, That all business and excuses  
being laid aside, you appear and attend before Charles  
E. Pickett, Special Examiner in the District Court of  
the United States of America for the Southern Dis-  
trict of New York, at a hearing to be held at Room  
101, in the United States Court House and Post Office  
Building, in the Borough of Manhattan, City of New  
York, in and for the said Southern District of New  
York, on the 17th day of June, 1912, at eleven o'clock 2  
in the forenoon and give evidence in a certain action  
now pending and undetermined in the District Court  
of the United States for the Southern District of New  
York, between the United States of America, plain-  
tiff, and Hamburg-Amerikanische Packet-fahrt-Act-  
ien Gesellschaft, *et al.*, defendants, on the part of the  
United States and not to depart the court without  
leave thereof or of the District Attorney, and that you  
bring with you and produce at the time and place  
aforesaid, the following:

The letters and letterpress or other copies of letters  
exchanged between you and your officers and agents  
and employees in Europe and in the United States 3  
at divers times in the years 1908, 1909, 1910, referring  
and relating to the formation, the terms, the execution  
and the maintenance of a certain written agreement  
entitled "AA" of February 5, 1908, between the Allan  
Line and Cunard Line, the Anchor Line and various  
other lines therein mentioned, agreements entered into  
by said corporations at London, England, on or about  
March 25, 1908, relating to the operation by said  
lines of ships in competition with the ships of lines not  
parties to said agreement "AA," and to the operation  
of "fighting," "opposition," "competitive," or "de-  
fending" steamers by said corporations, parties to said

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*Petitioner's Exhibit 1*

agreement "AA" from time to time in the years 1908, 1909, 1910, and the fixing and payment of compensation therefor, and to the rules made by said lines as to the employment of their agents as agents of other lines and the enforcement of such rules.

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And all other deeds, evidences and writings which you have in your custody or power concerning the premises. And for a failure to attend and produce said documents, you will be deemed guilty of a contempt of court, and liable to pay all loss and damages sustained thereby to the party aggrieved and forfeit Two hundred and fifty Dollars in addition thereto, and to other penalties of the law.

Witness, the Hon. George C. Holt, Senior Judge of the United States District Court at the Borough of Manhattan, in the City of New York, on the 12th day of June, 1912.

THOS. ALEXANDER.  
Clerk.

Henry A. Wise,  
United States Attorney for the  
Southern District of New York.

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*(Marshal's Return Attached to Exhibit No. 1.)*

I hereby certify, That on the 13th day of June, 1912, at the City of New York, in my district I served the within subp. *duces tecum* upon the within named International Mercantile Marine Co., by exhibiting to Robinson Leech of the firm of Burlingham, Montgomery & Beecher, attorneys for above company at 27 William Street the within original, and at the same time leaving with him a copy thereof as per admission of service.

W. HENKEL,  
United States Marshal,  
Southern District of New York.

Dated, June 14, 1912.  
(J. G.)

**Petitioner's Exhibit 2.**

7

NORDATLANTISCHER  
DAMPFER-LINIEN VERBAND

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NORTHATLANTIC  
STEAMSHIP-LINES ASSOCIATION

CONTRACT CONCLUDED AT HAMBURG, JANUARY 19TH  
1892 TO TAKE EFFECT FEBRUARY 1ST 1892.

## CONTRACT.

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Between the following Transatlantic Steamship  
Lines namely:

1. The Hamburg - Amerikanische Packet - Fahrt -  
Aktien-Gesellschaft on behalf of itself as well as  
on behalf of the firm of R. M. Sloman & Co.  
(Union) in Hamburg,
2. The Nederlandsch Amerikaansche Stoomvaart  
Maatschappij in Rotterdam,
3. The Norddeutscher Loyd in Bremen,
4. The Société Anonyme de Navigation Belge  
Americaine (Red Star Line) in Antwerp on be-  
half of itself as well as on behalf of the Inter-  
national Navigation Company (Continental  
Service) in Philadelphia,

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the following Contract has this day been concluded:

Commentary to the preamble.

The remark in respect to the Hamburg-Amerikani-  
sche Packetfahrt-Actien-Gesellschaft (made sub 1) to  
the effect, that the same also signs for the Union, is  
to be understood to imply that these two Lines are  
to be considered in the sense of this contract completely

as one contracting Party, so that infractions of the contract which are committed by or against one of these two Lines; for instance an exit of the Union in contravention of this Contract, would entail the forfeit of the deposit made by the Hamburg-Amerikanische Packetfahrt-Actien-Gesellschaft.

All communications which under this contract are to be made to or by either of the two named Lines are always to be directed exclusively to the Hamburg-Amerikanische Packetfahrt-Actien-Gesellschaft, or to be made by the same.

- 11 In the whole further course of the contract as well as of the commentary there will for simplicity's sake only be spoken of the Hamburg-Amerikanische Packetfahrt-Actien-Gesellschaft; the Union to be always considered as included in that term.

All foregoing stipulations shall also apply to the Société Anonyme de Navigation Belge Américaine and the International Navigation Company (Continental Service), the Société Anonyme de Navigation Belge Américaine acting for the International Navigation Company (Continental Service) in the same way as the Hamburg-Amerikanische Packetfahrt-Actien-Gesellschaft for the Union.

#### ARTICLE I.

The Lines before named guarantee to each other the percental participation, as defined and provided for in articles 3 to 8 of this contract, of the total number of steerage passengers (hereinafter called "steeragers") forwarded by them in the course of the year to and via the United States of North-America and Canada, so far as this transportation takes place from a port of the European Continent north of Cadiz (Cadiz included) or from a port of Great-Britain and Ireland.

*Petitioner's Exhibit 2*

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## Commentary to Article 1.

It is agreed, that Scandinavia (Denmark included) in the sense of this contract is considered as part of the European Continent, so that the same accordingly also embraces the whole coast of the Baltic.

## ARTICLE 2.

All passengers forwarded in any intermediate class between steerage and cabin, are, as defined in article 21, to be considered as Steerage passengers in the sense and meaning of this contract.

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## Commentary to Article 2.

The word cabin in the sense of this contract is understood to mean the first and the second cabin.

Intermediate or even cabin passengers are steeragers unless they pay the lowest cabinfare as defined in article 21.

Steeragers once embarked by a Line cannot be counted a second time by the same Line or any other Line in case of transfers by accidents etc.

## ARTICLE 3.

The proportions in which the Lines participate in the Total-Transportation of Steeragers in accordance with article 1 of this contract are fixed (subject to alterations which may be affected by any of the following articles) as follows, viz:

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- |  |        |
|--|--------|
| 1) the Norddeutscher Lloyd .....                                       | 39.7%  |
| 2) the Hamburg-Amerikanische Packetfahrt-<br>Actien-Gesellschaft ..... | 24.8 " |
| 3) the Red Star Line .....   | 13.5 " |
| 4) the Rotterdam Line .....  | 8.—"   |
- (for the British Lines 14% is set apart)

## Commentary to Article 3.

It has been stipulated when agreeing upon the per-  
cental participation fixed for the Continental Lines,  
that the British Lines with whom the additional agree-  
ment of this contract has been concluded, shall have  
a fixed participation of 14% of the total transporta-  
tion, so that 86% remain for the Continental Lines.

- The percental participation of the Lines has been  
ascertained from average calculations of the statistics  
of the number of steeragers forwarded by all the Lines  
in the course of the last years and which have been  
17 accepted by all Lines as being accurate.

These statistics have shown the following figures:

- 1) Average of the years 1881 to 1890 (without tak-  
ing into account the passengers forwarded by the Carr  
Line)

Norddeutscher Lloyd	....42.50%
Packetfahrt	.....22.78 "
Red Star Line	.....12.85 "
Rotterdam	..... 7.12 "
British Lines	.....14.75 "

- 2) Average from 1882 to September 1891 (also  
without taking into account the Carr Line, but deduct-  
18 ing for the Packetfahrt and the Rotterdam Line 5000  
Russians for each in 1891).

Norddeutscher Lloyd	....41.39%
Packetfahrt	.....23.43 "
Red Star Line	.....13.24 "
Rotterdam	..... 7.74 "
British Lines	.....14.20 "

- 3) Average of the year 1882 to September 1891  
(including the passengers forwarded by the Carr Line,  
but deducting for the Packetfahrt and for the Rot-  
terdam Line 5000 Russians for each in 1891),

*Petitioner's Exhibit 2*

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Norddeutscher Lloyd	....40.38%
Packetfahrt	.....25.31 "
Red Star Line	.....12.91 "
Rotterdam	.....7.55 "
British Lines	.....13.85 "

## 4) Average of the year 1890.

Norddeutscher Lloyd	....39.89%
Packetfahrt	.....26.35 "
Red Star Line	.....13.36 "
Rotterdam	.....7.65 "
British Lines	.....12.75 "

20

As a compromise between these different figures, it was finally and after long debates agreed to adopt the figures stipulated in article 3, namely:

Norddeutscher Lloyd	....39.7 %
Packetfahrt	.....24.8 "
Red Star Line	.....13.5 "
Rotterdam	.....8.— "
British Lines	.....14.— "

which figures shall be the fundamental basis of the right of participation of the several Lines.

## ARTICLE 4.

The percental participation as ascertained in accordance with Article 3, will be subject to alteration according to alterations of the tonnage of the vessels employed by each Line for the transportation of steeragers in the course of a year, and changes as against what the tonnage so employed was in the year 1890 as defined in articles 5-8.

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The term tonnage in the sense of this and of all the following articles is understood to mean the amount which results out of the addition of the Gross Register Tonnage (according to British Lloyd's Register) which has been employed on each single voyage.

## Commentary to Article 4.

Although the meaning of this contract is certainly this, that the competition existing between the Lines to the detriment of all of them shall so far as practicable be done away with, and that therefore all the Lines shall be bound to remain so far as it is practicable within the bounds of the average of the percentage allotted to them as their share, on the other hand no one Line shall by this contract be deprived of the possibility to extend by means of an increase of their fleet or by the more frequent utilization of the

23 same.

It was therefore necessary to find means by which in case of such an extension occurring, a proportionate alteration of the participation stipulated in article 3 could be attained.

In finding this remedy it was impossible to start from the assumption, that any future alterations could be effected on the basis of the number of steeragers actually forwarded, because in that case the purpose of the contract would be entirely frustrated, in as much as each Line would then naturally make all efforts to procure the largest possible number of steeragers. But it appears an expedient not only rational but also fully meeting the purposes of this contract that an alteration of the participations stipulated in article 3, should be brought about in this manner, namely, that the increase of the total of the tonnage employed on each single voyage be linked to a corresponding increase of the participation.

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On this point there was a difference of opinion as to whether such alterations in the tonnage employed should be dealt with in such a manner, that the tonnage employed in the respective year should be taken as forming a constant factor for the entire following year or whether the alterations in respect to the tonnage should at all times take effect forthwith.



In the course of the discussion of this point it finally appeared that very weighty reasons spoke in favor of letting the alterations in respect to the tonnage take effect in every case forthwith, and it was accordingly so decided, but at the same time it was especially pointed out, that if the operation of this decision should in the course of the first year prove impracticable, an alteration of the modus now decided upon, should then be taken into reconsideration.

The parties who dissented from the modus finally decided upon as above, more especially pointed out in the ensuing discussion, that if the alteration in respect to the tonnage should in each case take effect forthwith, it would be almost impossible for the Secretary to compile the compensation accounts, in as much as the Secretary would be quite unable to see whether a Line which for example in the commencement of the year greatly exceeds in point of employed tonnage the percentage allotted to it for the entire year, will actually be in excess of its percentage or if the excess which has arisen in the first months will be adjusted again by a decrease arising in the last months of the year or whether the reverse will be the case.

But as against this it was contended that each Line is at all times in a position to prove through what cause or causes the increase or decrease has been brought about. And it was thought that the objections raised on these points must appear groundless if it be borne in mind, that it is to be considered as most especially stipulated that although the Secretary has to compile the adjustment accounts monthly, the actual compensation and the settlement of the compensation moneys is *de facto* effected only after the close of the year.

In conformity with this latter argument it was by the consent of all parties decided and stipulated that the compensation account shall be adjusted and settled not before the end of the year, but that the monthly accounts prepared by the Secretary are to be so ar-

ranged as to clearly show at all times the position in which the Lines stood to each other with regard to the tonnage employed by them in the course of the year.

#### ARTICLE 5.

In order to ascertain the alterations produced by the application of article 4, it will be ascertained what tonnage a Line has employed in a year for the transportation of steeragers as against such tonnage in the year 1890.

#### Commentary to Article 5.

No comment needed.

#### ARTICLE 6.

If any of the Lines increase the tonnage of the vessels employed by them for the transportation of steeragers in accordance with article 1, as against their tonnage so employed in the year 1890, such increase to be counted for them only by seventy percent.

For every increase of 1000 tons, each Line will be allowed a certain number of steeragers, such number to be equal to the number of steeragers resulting for each 1000 tons of the total tonnage employed in the current year by all the Lines. Fractions of 1000 tons to count *pro rata*.

#### Commentary to Article 6.

Opinions differed materially as to the manner in which an increase of tonnage should be accounted for to any one line. At the outset it was thought by all the parties that the percental participation quota of a Line fixed as basis in article 3, should be altered in the same proportion as the tonnage of the Line for the year shows an increase over its tonnage as against the year 1890.

It however soon appeared when an arithmetical example had been worked out, that the total of the figures resulting does not precisely come to 100 percent, but exceeds this latter figure or fails to reach it.

This result which at first appeared extremely surprising, was finally acknowledged to be perfectly correct and as naturally arising from the fact, that the percental proportion of the tonnage employed in a year, slightly differs from the percental proportion of the passenger transportation of the Lines in the same year.

In taking the percental proportion of the passenger transportation as a basis for the alterations on the one hand and in applying for the same on the other hand the percental proportion of the employed tonnage, the result naturally could not be otherwise but that the alterations in the aggregate did not exactly come to 100 percent. After long deliberations it was agreed that the difficulty presenting itself in this respect should be overcome by adoption of the modus set forth in the 2nd alinea of article 6. It is understood that the equivalent of tonnage versus steeragers is based on the total number of steeragers carried.

The operation of this article will be sufficiently explained by the following example:

Take the supposed total numbers of steeragers carried in one year as amounting to 300000 and suppose that the Norddeutscher Lloyd has in that same year employed 20000 tons more than in the year 1890. Further that the Hamburg-Amerikanische Packetfahrt-Actien-Gesellschaft has employed 10000 tons more, the Red Star Line 20000 tons less (and supposing this to form a decrease of 12% as against 1890) and the Rotterdam Line 12000 more than in the year 1890, and that in taking the average of the current year, it resulted that 100 steeragers have been carried on each 1000 tons of the total tonnage employed by all the Lines.

*Petitioner's Exhibit 2*

Then the example resulting would be this:

1) The Norddeutscher Lloyd having employed 20000 tons more, these would be counted for 70 percent namely for 14000 tons or for 1400 steeragers.

2) The Hamburg-Amerikanische Packetfahrt-Actien-Gesellschaft gets 7000 tons bonified or 700 steeragers.

3) In the case of the Red Star Line 15000 will have to be deducted (as explained in the following article) viz: 10% = 16666  $\frac{2}{3}$  at 70 percent = 11666  $\frac{2}{3}$ , and 2% = 3333  $\frac{1}{3}$  full, which is equal to 1500 steeragers.

35

4) The Rotterdam Line is bonified 8400 tons = 840 steeragers.

From the total number of the steerage transportation there must be deducted in the first instance the invariable percentage of 14 percent allotted to the British Lines (vide clause 3 of the additional agreement) namely: 42000, leaving 258000.

From this latter figure are to be subtracted 1400 steeragers to be bonified to the Norddeutscher Lloyd, 700 to the Hamburg-Amerikanische Packetfahrt-Actien-Gesellschaft and 840 to the Rotterdam Line or together 2940 steeragers and to be added 1500 steeragers deducted on behalf of the Red Star Line, leaving after a final subtraction of 1440 steeragers the number of 256560 being 86% or 2983.25% = 1%; therefore the

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Nordd. Lloyd re-

ceives	39.7%	=	118435	+	1400	=	119835
Packetfahrt receives	24.8 "	=	73985	+	700	=	74685
Red Star Line	" 13.5 "	=	40274	-	1500	=	38774
Rotterdam Line	" 8.—"	=	23866	+	840	=	24706
British Lines	" 14 "	=	as above				42000

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300000

## ARTICLE 7.

If any of the Lines should voluntarily or compulsorily decrease the tonnage of the vessels employed by them for the transportation of steeragers in accordance with article 1, below the tonnage so employed by them in the year 1890, such decrease will also be counted only by seventy percent and proportionate to the decrease so to be counted, a number of steeragers will be deducted from the percental participation of the Line in the total transportation of steeragers under analogous application of the modus stipulated in article 6, al. 2 in the case of an increase of the tonnage.

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But in the event of the decrease of the tonnage amounting to more than 10 percent, as compared with the tonnage of the year 1890, such decrease, so far as it exceeds 10 percent, shall be counted full and shall not be counted only by seventy percent.

## Commentary to Article 7.

Thus a Line showing a decrease of eleven percent in the tonnage the first ten percent to be counted as seven percent, the eleventh percent to be counted full, thus in all eight percent.

An instance of how the relative calculation is to be made is already contained in the example given in reference to article 6.

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## ARTICLE 8.

For the purposes of articles 4 to 7, the tonnage of vessels owned, leased, chartered or controlled by any of the Lines without regard to the flag in respect of voyages on which the number of steeragers carried at the time has been less than 50, shall not be taken into account.

*Petitioner's Exhibit 2*

## Commentary to Article 8.

This article refers only to the tonnage and it is understood that the 50 or less steeragers count for the pool.

## ARTICLE 9.

If a Line ceases to carry steeragers in the sense of article 1, its share of participation will be divided amongst the other Lines in proportion to the percental participation appertaining to each Line according to article 3.

## Commentary to Article 9.

1) This stipulation applies only to the Continental Lines concluding the principal contract, for in clause 3 of the additional agreement it is stipulated that alterations regarding the number of British Lines shall not affect the percental participation.

Article 9 is therefore understood to mean that if a Continental Line ceases to exist, its proportion devolves upon the remaining Continental Lines.

2) In case a Line ceases to entirely exist or ceases to forward steeragers, the deposit made by such Line will be returned to it after the expiration of the 6 months lapse stipulated in article 26, but only if and in so far as no claim lays against the deposit under this contract.

But if a Line transfers its business to a successor or if an amalgamation with another Line takes place, the Line so transferring its business is bound to make it binding upon its successor to enter into this contract and to become a party to it with all the rights and obligations arising out of this contract, and the deposit made by the former Line, forthwith devolves upon the other Line and stands valid on behalf of the latter.

## ARTICLE 10.

If any of the Lines are compelled by *vis major* to discontinue their entire service or even only their steerage service for longer than 4 weeks after its last sailing (the day of this sailing included), such Line ceases to be a party to this contract from the date of its last sailing, but becomes a party to it again immediately upon the resumption of its service or even only of its steerage service.

In the interval the participation-quota of such Line devolves *pro rata* of the participation as per article 3 upon the other Lines.

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In case two Lines are compelled contemporaneously to discontinue their steerage services for longer than 4 weeks from their last sailing, the present contract to be suspended so long as such discontinuance of the services lasts, beginning from the last sailing.

## Commentary to Article 10.

It was not considered feasible to closely define the conception of "*vis major*," in as much as the opinion generally prevailed that it would be impossible to exhaust all the eventualities which might in this respect arise.

But it was unanimously thought that not only the blockade of ports, war and similar events of a political or revolutionary kind should be comprised in the conception of *vis major*, but that also obstructions of ports by ice or from other causes, as for instance: if a narrow fairway should be completely closed up by a sunken vessel in or outside of a port, shall be considered as *vis major*.

45

A Line ceasing to be a party means, that the accounts are closed with it up to the day when the Line had its last sailing, and a Line becoming a party again means that the accounts are reopened with it from the day of its rejoining the contract, that is from the day of its first sailing.

*Petitioner's Exhibit 2*

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## ARTICLE 11.

Any Line or Lines whose steerage transportation in a year exceeds in point of number, the proportions fixed by articles 3 to 8, have to pay a compensation price of Mark 60 for each passenger carried in excess of the established proportion.

Such money to be paid to the Line or Lines who have not reached their participation-quota and such payments to be made in proportion to the number of steeragers which each Line is short.

## Commentary to Article 11.

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The stipulation of a compensation payment for each steerager carried beyond the proportion allotted by this contract forms one of the main features of the entire contract. Although the payment of such compensation is certainly not the intent and purpose of the contract, it is nevertheless the requisite means to deter the Lines from following the tendency to exceed their proportion.

The compensation price has been fixed at the figure of M. 60.— in order to make it an effective deterrent.

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On the other hand the possibility ought not to be excluded to effect alterations with respect to this figure in the event of it becoming evident, that from extraordinary causes, the stipulated compensation proves to be too low or too high for the purposes of this contract.

If for instance the steerage-rates by any Line should fall below M. 100 the compensation price of M. 60 was considered excessive, whilst it would be too low for the purposes of this contract in case the steerage-rate for any Line should rise beyond M. 150.

It was therefore unanimously agreed that the compensation price should be subject to alteration by a decision of the Board of Presidents taken by majority, (see article 35,) if it becomes patent, that an unbearable state of things would arise if the stipulated compensation price be adhered to.



It was however understood that alterations of the compensation price can in no case be decided otherwise than to take effect on the first of the coming month.

#### ARTICLE 12.

If it should be covenanted whilst this present contract is in force, that steeragers from certain territories are to be excluded from the terms and conditions of this present contract, then such steeragers will not be taken into account for any Line in respect of the compensation accounts in so far as their number for such Line from all such territories does not exceed 10 percent of the total number of steeragers carried in the same year by the Hamburg-Amerikanische Packetfahrt-Actien-Gesellschaft, unless otherwise decided by unanimous vote of the Board of Presidents.

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But in such cases the Lines have to make arrangements which will enable them to prove indubitably that such steeragers are rightly to be considered as excepted from this present contract, and the Lines are bound in respect of such proof to forthwith comply with any directions which the Board of Secretaries may give in the matter.

It is understood, that in the case of countries being exempted from this contract such exemptions shall only apply to Agents and Passengers residing in such countries.

51

Nothing herein contained shall authorize the exclusion from the contract of the Scandinavian or British steeragers carried by the Continental Lines except as provided by clause 13 of the additional agreement.

#### Commentary to Article 12.

At the beginning of article 12 provision is made for the exclusion of certain passengers.

What is hereby aimed at is that such an exclusion shall in the first instance be determined by the Board of Secretaries.

But if a direction given by the Board of Secretaries in respect hereto, should meet with the opposition of any of the Lines, the Board of Presidents is entitled to decide by majority (see article 35) that certain territories shall be excluded.

And it was especially agreed that such a decision of the Board of Presidents shall not be open to an appeal to the Arbitrator.

- 53 It was understood that if the number of steeragers in question amounts to 12 percent, only 2 percent shall be counted, so that an amount of ten percent shall not under any circumstances be taken into account.

This restriction to 10 per cent of the Packetfahrts number does not apply to the Norddeutscher Lloyd Genoa Service.

The Compagnie Générale Transatlantique having definitely refused to become a member of this contract it is agreed, that France, Italy and Switzerland shall belong to the excluded territories as also steeragers from Asia, Africa, Turkey, Greece who are booked in the exempted countries, so long as the refusal of the Compagnie Générale Transatlantique continues.—

- 54 It is understood that the rates for France, Italy and Switzerland can only be given to agents and to or for steeragers residing in these countries.— This implies that steeragers not originating from France, Italy, Switzerland, Asia, etc. in the sense beforenamed (viz: that they are not residents in these countries) count as contract passengers. (This applies also to the Norddeutscher Lloyd Genoa Service.)

### ARTICLE 13.

The compensation price fixed by article 11, as also the statistics relating to the transportation of steeragers, is in all cases based upon the number of persons

or souls, so that children and infants always count as full passengers in the sense of this present contract.

### Commentary to Article 13.

The stipulation contained in this article was deemed necessary, in view of the fact, that if for children and infants certain fractions of the rate for adults were to be reckoned, the accounts would be unduly complicated.

### ARTICLE 14.

The compensation provided for in article 11 will be effected at the end of each calendar year on the basis of a compensation-account.

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Such compensation-account to be prepared by a Board of Secretaries to be appointed under this present contract, (vide article 34) and is to be settled between the Lines by cash payment or by bills at short sight on Berlin, within 14 days of the date on which the account has been received.

Objections to the correctness of the accounts must be submitted to the Board of Secretaries (otherwise the objection is considered as void), but form no release from the obligation to effect a provisional settlement.

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### Commentary to Article 14.

It appeared right to stipulate that objections to the accounts of the Board of Secretaries should be precluded unless such objections be made within 4 weeks, so that after the lapse of this period the relative accounts should stand unimpeached. But on the other hand it appeared necessary that each Line should be bound to immediately effect the settlement of the *de-facto* compensation, notwithstanding the pending objection to such compensation.

## ARTICLE 15.

Each Line undertakes to arrange its service in such a manner that the number of steeragers which it actually carries, corresponds as nearly as possible with the number allotted to it by this present contract.

## Commentary to Article 15.

As already explained in the comment to article 11 the payment of the compensation moneys is not the object of this contract, but merely the means of deterring the lines from endeavoring to exceed their participation-quota.

## ARTICLE 16.

For the purposes of the compilation of the compensation-accounts, all the Lines have to furnish to the Secretary every 7th, 15th, 23d and last day of a month their statistics of the steeragers and also of 2d cabin passengers carried by them in the course of the preceeding weeks, as likewise of the tonnage of the steamers employed for that purpose, and the destination of the steamers.

A fine of 100 Mark per day shall be imposed upon any Line delaying the delivery of its statistics.

60 From the total number to be furnished of the steeragers carried, such steeragers who have been returned by order of the authorities of the United States of North-America or Canada as also the steeragers, who are not to be taken into account in accordance with article 12, will be deducted.

The Secretary has to furnish to the Lines weekly the statistics of the passengers carried and monthly a statement showing the position of the Lines versus each other and not later than on the 15th of each month for the preceeding month.

*Petitioner's Exhibit 2*

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## Commentary to Article 16.

No comment needed.

## ARTICLE 17.

In case the results thus obtained show, that any of the Lines have exceeded their proportion or have remained below it, such Line is entitled and in duty bound to adopt measures calculated to bring about a correct adjustment. But before putting such measures into operation, the Line is bound to inform the Secretary of the measures proposed to be adopted.

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The Board of Secretaries are entitled to await what result the measures taken produce, or to direct other or more forcible measures, which can only refer to rates and/or commissions, to be set in motion. In the latter case the Lines are bound to put such measures into force without delay and without demur.

## Commentary to Article 17.

It was expressly understood, that there is to be no appeal to the Board of Presidents against the decisions taken by the Board of Secretaries in accordance with this article, as such decisions will in all cases be solely in respect to questions of rate and/or commissions.

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Even in case the Lines themselves do not propose the adoption of measures, the Board of Secretaries can immediately proceed to take measures, as for instance: they may direct that the rates shall be raised or commissions modified.

## ARTICLE 18.

Each Line has the right to call for the intervention of the Board of Secretaries so soon as the Line

itself or any of the other Lines are in one month ten percent over or below their allotted proportions.

If the shortage of a Line exceeds 20 percent, the Board of Presidents, if asked to do so, by any one Line; are bound to investigate whether such shortage has been caused by measures or omissions on the part of the Line who shows the shortage.

- 65 If it results from such investigation, that in the opinion of the majority of the Board of Presidents, the shortage has been brought about through the fault of the Line, then the Board of Presidents can decide by an unanimous vote (the Line or Lines at fault then having no vote) that the Line in question be held to remove within a certain space of time to be fixed by the Board of Presidents, the causes out of which the shortage arose, and the Board of Presidents can simultaneously notify the Line, that unless this direction of the Board of Presidents be complied with, and if the result aimed at is not attained the percental participation of the Line shall be subjected to a certain reduction, the extent of which reduction the Board of Presidents have to name at the time.

#### Commentary to Article 18.

- 66 A shortage of the number of steeragers forwarded by a Line can result from various causes.

Such shortage may be caused for instance by the fact that without any fault of the Line, contagious diseases, such as small-pox &c, repeatedly occurring on board of the vessels the Line is thereby brought into public discredit.

But on the other hand they may originate in matters which arise owing to the culpable management of the Line, as for instance, if a Line utilizes their vessels for the transport of cattle and is therefore unable to get the steerage spaces sufficiently cleaned and ventilated, or if a Line in reliance upon the partici-

pation firmly secured to it by this contract, should allow their ships to be neglected in point of overhaul and repairs, &c.

It was considered judicious that the Line of demarkation between a shortage arising from culpability and that arising from no fault of the management should not be too closely defined, but that the decision on this point should be left to the Board of Presidents.

#### ARTICLE 19.

No Line has the right to alter its steerage and second cabin rates without having previously informed the Secretary.

68

Commentary to Article 19.

No comment needed.

#### ARTICLE 20.

The Board of Secretaries cannot compel any Line to fix its gross-rate for an adult steerager at less than M. 100 unless with the consent of the Board of Presidents.

69

Commentary to Article 20.

The Board of Presidents may decide by majority that a Line shall reduce its gross-rate even under Mark 100, but this was stipulated in the firm expectation that the Board of Presidents will not exercise such power unless in cases of the utmost necessity, as for instance: as a war-rate in case of arising competition, for all parties were unanimously of the opinion that the adjustment is not to be effected by reducing the rates of one Line, but on the contrary by raising the rates of one or several of the Lines.

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The Board of Presidents in taking decisions in this matter, shall be guided solely by considerations regarding the prosperity of the Lines.

The Lines agree to commence with the following steerage rates:

	Norddeutscher Lloyd, fast boats	M. 130
	—“— ordinary boats	} “ 120
	—“— to Baltimore	
	Packetfahrt fast boats	“ 130
	—“— ordinary boats	“ 120
	—“— to Baltimore	“ 110
71	—“— from Stettin	“ 110
	Union	“ 110
	Red Star Line Saturd. boats	“ 110
	—“— Wedn. boats	“ 105
	Rotterdam	“ 105

The British Lines according to clause 6 (commentary) being 5 Mark below the lowest rate of the respective port.

## ARTICLE 21.

72 The lowest cabinrate of any of the Lines must be at least 50 percent higher than its own steerage rate and at least M. 30 higher than the highest steerage rate of any of the other Lines.

The lowest Prepaid cabinrate in America of any of the Lines must be at least equal to the lowest cabinrate of the same Line on this side.

## Commentary to Article 21.

The word cabin is also here, as in article 2, understood to comprise both the first cabin and the second cabin.

If a Line has fixed and published its second cabin tariff it cannot be compelled to change this tariff dur-



ing the current season, whatever changes in the steerage rates may occur. Each Line shall indicate to the Secretary when its seasons commence and end and also indicate the rates.

The rate of exchange for Dollars is fixed once for all at M. 4.20.

Each Line is entitled and in duty bound to fix its rate in a whole Dollar sum.— No fractional part of a Dollar is allowed; thus a fraction below 50 cents not to be counted, a fraction of 50 cents and above to count as a Dollar.

#### ARTICLE 22.

The Lines undertake to pay out of the gross-steerage rate, a commission to their agents which without the consent of the Board of Secretaries must not be less than M. 6 and not more than M. 20 for a full steerager.

Commission to agents in the case of second cabin passengers not to exceed M. 15, and in the case of second cabin prepaid passengers Dollar 4.

#### Commentary to Article 22.

In respect to the question as to who is to be considered as agent of a Line and more especially also whether the so called town-agents are comprised in the term of agent, it was unanimously decided, that as agents in the sense and meaning of the contract, only such agents are to be considered who are firmly engaged by a Line.

In the case of the British Lines any agent appointed by their Headagents at the Ports shall be considered a firmly engaged agent of a Line.

The word cabin as occurring in this article is also to be understood to comprise the first cabin and the second cabin.

## ARTICLE 23.

The American gross prepaid rates for steeragers shall, so far as practicable, be equal to the gross-rates for steeragers of the same Line on this side, and in no case be more than Dollar 1 lower.

## Commentary to Article 23.

Also for the purposes of this article the fixed rate of exchange of M. 4.20 for one Dollar was stipulated and it was furthermore understood, that fractions may be levelled up and down to 50 cents, thus 75-99 cents = 1 Dollar, 25-74 cents = 50 cents, 1-24 cents does not count.

It was not thought necessary to make any stipulation in respect to the rate of commission to be paid to agents in America for Prepays, so long as the rates of commission on the other side are fixed by the Continental Conference, but it is agreed that in no case the subagents commissions shall exceed 2 Dollars or the headagents commission 5 Dollars and the names of all agents receiving more than 2 Dollars shall be scheduled with the Secretary of the Continental Conference in New York.

It was agreed that with a view to regulate the question in respect to the European Inland transportation in connection with the prepaid business, each Line may issue a tariff containing not more than 300 stations, showing the cost of transportation from such stations to the port of embarkation—No commission shall be allowed on these European inland rates.

It is understood that, unless otherwise agreed upon, steerage prepaid passengers shall not be counted as exempted passengers.

## ARTICLE 24.

The Lines undertake to comply with article 8 of the "General Rules third series of the Continental Conference:"

"No circulars or publication shall be issued by any Line reflecting upon or instituting comparisons with any Conference Line unfavorable to the latter and no party hereto shall support any newspaper which may systematically attack any Conference Line."

They further undertake to submit to the Secretary any printed matter and circulars sent to agents in relation to the steorage business, so far as such matters are not of a purely internal nature. 80

## Commentary to Article 24.

In view of the fact that the stipulations referred to in this article of the Continental Conference, have stood the test of many years practical working, it was decided not to alter anything with regard to such stipulations of the Continental Conference, but it was agreed that the words "support any newspaper," are more especially understood to mean, that no advertisements are to be given to such newspaper.

It was furthermore decided that all the Lines shall be responsible for their agents and employés or other representatives in this sense that, if the Board of Secretaries demands it, the Lines are bound not only immediately to dismiss an agent etc. who in respect to another Line has disregarded the stipulations of article 24, but that all the Lines are also bound to break off all and every direct or indirect business connection with such agent. 81

An Agent etc. who has thus been dismissed, must not be engaged by any of the other Lines nor are they allowed to have any business connection with such person.

## ARTICLE 25.

As a guarantee for the fulfilment of all obligations resulting out of this present contract, all the Lines to make a deposit in cash or in negotiable securities to be approved by a vote of majority of the Board of Presidents; likewise the market value and the rate of exchange in the case of nongerman securities shall be approved by the majority of the Board of Presidents.

The amounts of these deposits are fixed as follows:

83	The Norddeutscher Lloyd deposits...	M 800,000.—
	The Hamburg-Amerikanische Pack-	
	etfahrt-Actien-Gesellschaft, ....	" 500,000.—
	The Red Star Line .....	" 260,000.—
	The Rotterdam Line .....	" 160,000.—
	together	M 1,720,000.—

## Commentary to Article 25.

84 In respect to the deposits, the amount of it was in each case based on about M. 20,000.—for each participation quota of one percent allotted to the Line according to article 1 sub 3. In accordance therewith the deposits to be made by the Continental Lines will amount to M. 1,720,000.—in the aggregate, against M. 280,000.—to be deposited by the British Lines according to clause 9 of the additional agreement.

The total amount of all the deposits will therefore represent the sum of M. 2,000,000.—

In case the percental share resulting from articles 4 to 8, be altered, the amount of the deposit shall not be affected thereby unless indeed the Board of Presidents are by majority of opinion and so express this

opinion, that the alteration in the percental participation resulting from articles 4 to 8 is so considerable, as to render an increase of the deposit of a Line necessary. In like manner the Board of Presidents shall, in the event of the market value of any of the securities having, in their opinion, declined to such an extent as to require the value made up, have the power to require such increase of the deposits as they may consider necessary.

A decrease of the deposit is in all cases and under all circumstances entirely precluded.

The deposits must be furnished not later than 14 days after the Secretary has asked the Lines to furnish them. 86

No Line is liable beyond the amount of its deposit. It follows that each Line can take its exit from the contract by forfeiting its entire deposit.

#### ARTICLE 26.

The deposits remain available until 6 months after the expiration of the present contract, except in the case of the legitimate exit of a Line without forfeiture of deposit, when its deposit shall be held available until 6 months after such exit of any Line, for all obligations resulting to any of the Lines out of this present contract. 87

The deposits shall be kept in safe custody in one or in several fireproof and thiefproof vaults of the "Deutsche Reichsbank" in Berlin.

Access to each of these vaults or depositsafe-compartments shall only be possible by means of three separate keys.

The Secretary to have possession of a key to one of the locks. The Arbitrator to have possession of a key to the second lock and for the third lock there will be one key for each of the Parties to this present

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contract and one of these latter keys will be handed to each Line.

The deposits can be touched and dealt with only after a resolution to that effect has been signed by the Secretary, the Arbitrator and at least two members of the Board of Presidents.

The Secretary shall, if practicable and if desired by one or more Lines, arrange in such manner and at such premium as may be sanctioned by the Board of Presidents for the insurance of the deposits against fire and theft.

89

The officials and persons entrusted with the aforesaid keys shall be and hereby are jointly and severally exonerated from any and all liability for the loss of the securities by theft or otherwise.

Commentary to Article 26.

The question proved difficult to solve in which manner the considerable amount of the deposits could be placed in an absolutely safe custody, which, whilst offering the greatest security, rendered it at the same time accessible even without the consent and even against the will and intention of any one Line.

90

Many proposals were made, but all of them proved impracticable. Either the party, to whose custody the deposit was to be confided, did not appear to offer sufficient security, or it was found impossible to obtain access to the deposit without the consent of the Line whose deposit is to be dealt with.

Finally it was agreed to adopt the *modus* especially set forth in this article and which not only gives absolutely security against defalcations or insolvency on the part of the party to whose custody the deposit has been confided, but also fully secures that even in case the respective Line refuses to have its deposit dealt with, access can nevertheless be gained to the deposit by the other Lines.

As speaking against the adopted modus it was pointed out, that it would be a matter of considerable inconvenience for the persons having to deal with the deposit, to travel all the way to Berlin to open the safe for that purpose if it be a matter of merely a small penalty. But this objection proved totally groundless for the following reasons:

If a Line has to pay, be it a penalty or be it compensation money, it will doubtless make such payments either in cash or will otherwise adjust it of its own accord, rather than have its deposit touched on account thereof, because each Line knows, that unless the money be paid, the equivalent for it will be taken out of the deposit of the respective Line, whether it consents thereto or not, and such Line is furthermore bound to replenish its deposit at once, as failing this, the entire deposit is forfeited.

92

But if contrary to expectation it should occur that a deposit has actually to be dealt with, it would be quite possible to arrange that the Arbitrator instead of proceeding to Berlin personally, hands his key to a trustworthy person domiciled in Berlin as for instance: to the Directors of a Bank, who might in this especial case act on behalf of the Arbitrator in opening the safes.

In order to obviate the inconvenience which would arise if the coupons had frequently to be separated from the relative securities, it was unanimously agreed that the coupons for the next three years shall be separated from the securities prior to the latter being deposited, and that the coupons so separated from the securities shall remain in the possession of the Line to whom the deposit belongs.

93

#### ARTICLE 27.

The sum deposited shall be considered the amount of liquidated damages and thus entirely forfeited, if

the Line who made the deposit, unduly withdraws from the present contract before its expiration, or if the Line resorts to actions which render the continuance of this present contract impossible and which are therefore to be considered equivalent to a withdrawal from this present contract, as for instance:

- 95      Refusal to pay compensation money or failure to replenish the deposit in due time; or assisting directly or indirectly a new opposition line, or starting or assisting a Line from a Mediterranean port for instance: Odessa or Trieste, etc. whereby the business from the contract-ports as defined in article 1 would be seriously interfered with.

Commentary to Article 27.

The stipulations of this article result naturally out of the stipulations and comments of the preceding article.

The British Lines from Mediterranean ports do not come under this article according to article 1 which excludes ports beyond Cadiz.

ARTICLE 28.

- 96      In the event of a deposit being declared entirely forfeited, the Line or Lines who have claims to compensation, will in the first instance receive satisfaction out of the same *pro rata* of their claims. Any remaining surplus will be divided amongst all Lines, excluding the Line the deposit of which has been declared forfeited, proportionate to the participation-quota which appertained to each Line on the 31st December of the year preceding that in which the deposit was declared forfeited.

Commentary to Article 28.

No comment needed.



## ARTICLE 29.

Penalties in case of contravention against or infraction of any stipulations of this contract shall be fixed by the Board of Presidents, or if a Line does not accept such decision of the Board of Presidents, the penalty shall be fixed by the Arbitrator.

The amount of penalty to be in each case not less than M. 5000 for each contravention or infraction, except as provided in article 16.

In case of the contravention or infraction being made wilfully and designedly, especially in case of any wilful or intentionally incorrect statement or declaration in respect to statistics, the penalty shall not be less than M. 50000.

98

The sums accruing from penalties are to be divided amongst the other Lines in the same manner as provided for at the end of article 28.

Unless the penalty be paid to the Secretary within 8 days after the Line concerned has received the relative award of the Board of Presidents, the deposit will be drawn upon, up to the amount of such penalty.

The fact of a Line applying to the Arbitrator for an award does not free the Line making such an application, from the immediate payment of the penalty.

99

## Commentary to Article 29.

The decision which forms the subject of this article, is to be taken by the Board of Presidents by majority, the Line or Lines complained of having no vote (see article 35).

It was thought, that a penalty of Mark 50000 for each case might in case of systematically incorrect statements amount to such an extravagant sum, that it would be impossible to recover it or that the deposit would be entirely exhausted thereby; hence the stipulation, that in such cases the penalty need not be applied

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to each case separately, but is fixed at Mark 50000, minimum which implies, that the Board of Presidents can fix a higher amount according to the gravity of the infraction, the number of cases involved as well as the length of time during which the infractions and contraventions have been practised.

## ARTICLE 30.

101 In the event of a deposit having been dealt with, the same must within 14 days after the day on which it has been so dealt with be replenished up to its original amount.

## Commentary to Article 30.

The replenishment of the deposits shall be effected by the Lines without their having been asked by the Board of Presidents or by the Board of Secretaries to effect such replenishment.

The money required to replenish the deposit is to be transmitted to the Secretary (in cash or in negotiable securities to be approved by the Board of Presidents in the same manner as stipulated in article 25).

102 The Secretary is bound forthwith to arrange for the money so received being immediately deposited with the bank designated in this contract.

As stipulated in article 27, the remaining deposit is entirely forfeited if the deposit is not replenished in due time.

## ARTICLE 31.

All the Lines bind themselves, that their vessels in the trade in the United States of North America and Canada shall not call either outward or inward, at any home or adjacent port from or to which the vessels of any of the other Lines are already sailing.

In case this article should be contravened, the Line whose port is being improperly called at, is entitled to withdraw from this present contract and article 27 will be applied against the Line thus infringing the aforesaid stipulations in as much as the improper calling at the port will be considered as an action which renders the continuance of this present contract impossible and is therefore equivalent to the withdrawal from the same.

In case of any of the British Lines running boats with steeragers from a continental contract-port (see clause 13) any of the Continental Lines shall have the right to call at any British port for steeragers.

104

Commentary to Article 31.

By the words "in the trade" it is understood amongst the Continental Lines: passengers, mail and freight.

As home or adjacent ports appertaining to each Line in the sense of the contract are to be considered the following ports:

In the case of the Norddeutscher Lloyd, Bremen and all the ports of the Weser;

In the case of the Hamburg-Amerikanische Packet-fahrt-Actein-Gesellschaft, Hamburg, Cuxhaven and all other ports of the entire Elbe, Stettin and all ports of the Oder, and Harve;

105

In the case of the Red Star Line, Antwerp, the ports of the Schelde, Flushing and Terneuzen included, and the entire coast of Belgium;

In the case of the Rotterdam Line, the entire coast of Holland, Flushing and Terneuzen included, and Boulogne-sur-Mer.

It is understood that the English channel ports are open to the Continental Lines except for steerage passengers as defined in the British Passenger Act.

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## ARTICLE 32.

Other Lines can be admitted to this present contract, and the terms and conditions of the latter can be altered and new terms and conditions can be added thereto, but only by the unanimous vote of the Board of Presidents.

All alterations and additions made in respect of this present contract, to be valid and binding upon the Lines, parties to this present contract, only when all the members of the Board of Presidents have given their written consent to such alterations and additions.

107

## Commentary to Article 32.

As already pointed out in the comments to articles 11, 12 and 20, article 32 does not apply to stipulations which affect certain stipulations contained in articles 11, 12 and 20, it being understood that alterations of certain stipulations contained in articles 11, 12 and 20 are simply subject to a decision of the Board of Presidents provided such decision be taken by a majority of votes.

## ARTICLE 33.

The execution and control of the fulfillment of the stipulations of the present contract are confided to:

108

- Firstly: The Board of Secretaries.
- Secondly: The Board of Presidents.
- Thirdly: The Arbitrator.

## Commentary to Article 33.

See comment to articles 34, 35 and 36.

## ARTICLE 34.

The Board of Secretaries is composed of:

The Secretary,  
 The Vice-Secretary and  
 The second Vice-Secretary.

(a) The Secretary must be a person entirely and in every respect independent of any of the parties to this present contract. The Secretary is appointed by the Board of Presidents and can also be dismissed by the same. He is to be domiciled in Cologne or Düsseldorf.

Amongst his avocations are:

To receive the statistical statements;

110

To examine the same, as also the accounts, for which purpose the Secretary shall have access to the Passenger offices of the Lines and can there examine all books, correspondence, &c., so far as he may deem it practicable;

To communicate the statistics and accounts to all the Lines concerned and to intermediate in general in the transactions between the Lines themselves, as also between the Lines and the Boards of Presidents and Secretaries, so far as such transactions appertain to matters relative to this present contract; wherefore the Secretary has also to see that all Lines receive regularly and simultaneously all necessary information;

111

To control the steerage prices in accordance with articles 17 to 20;

To collect the payment of the penalties;

To call the Meetings of the Board of Secretaries or of the Board of Presidents according to article 39 and to write the minutes of the meetings of the Board of Secretaries and of the Board of Presidents;

To effect the compensation-accounts.

It shall be the duty of the Secretary to use every exertion to settle difficulties amicably.

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(b) The Post of Vice-Secretary shall be filled by persons delegated by the Lines in a quarterly turn according to the alphabetical order of the firms of the Lines as stated on the first page of this present contract.

(c) The Post of second Vice-Secretary shall be filled by the Vice-Secretary who is next on the list of Vice-Secretaries.

Vice-Secretary and second Vice-Secretary shall take the place of the Secretary in case of the latter being prevented from acting.

113

In the event of the decisions of Secretary not being recognized and accepted by all the Lines, the Vice-Secretaries have jointly with the Secretary to decide by majority. Such decision to be finally binding upon all the Lines.

Neither the Vice-Secretary nor the second Vice-Secretary can decide in matters in which their own Lines are concerned; in such case their functions devolve upon the Vice-Secretaries next on the list.

The expenses of the Board of Secretaries are to be paid by the Lines in proportion to the percentage allotted to each according to articles 3-8, but the salary of the Secretary shall be paid by the Lines in equal parts.

114

#### Commentary to Article 34.

If the election of the Secretary by unanimity or by a majority of votes cannot be obtained, it is understood, that the Board of Presidents elects the Secretary by drawing the name of the latter by lot. No candidature for the Secretaryship can be entertained unless approved by 2 or more Lines.

Should any Line desire to renounce to its turn for the vice-secretaryship or second vice-secretaryship, it

shall give not less than 8 days notice to the Secretary who shall notify the Line next on turn.

The person delegated by a Line as member of the Board of Secretaries, cannot during the same year serve on the Board of Presidents and vice versa.

#### ARTICLE 35.

The Board of Presidents to consist of a delegate of each Line, such delegate to belong if possible to either the Board of Managers (Directoren) or to the Board of Directors (Verwaltungsrath) or to the Board of Surveillance (Aufsichtsrath) of the Line. 116

Chairmanship in quarterly turn according to the alphabetical order of the firms of the Lines, as named in the first page of this contract.

A minute of each meeting of the Board of the Presidents is to be written.

The Board of Presidents votes by majority, except in the cases otherwise provided for (see articles 12, 18, 32); a Line shall be entitled to 2 votes in respect to proposals to meet opposition in the passengers business arising at its ports as defined in the commentary to article 31.

In case the votes are divided equally, the vote of the Chairman gives a majority. 117

The Board of Presidents has to take charge of all important and general questions, and more especially of:

The examination and management of all matters concerning the bank deposits;

The appointment of the Secretary;

The dismissal of the same;

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To fix penalties;

Alterations and additions to this contract;

The admission of new members, conventions with other Lines, measures to be adopted in case of exits occurring.

Measures to be adopted in the event of arising competition, settlement of differences which cannot be effected by the Board of Secretaries.

Commentary to Article 35.

119

No president can occupy the chair when matters are being considered in which his own Line is specially concerned. In the case of the chair being vacated by a member compulsorily or voluntarily (every member of the Board of Presidents has the right to renounce) the member who is next on the list according to the alphabetical order shall take the chair.

The reference made at the end of article 35 to the adjustment of differences, only applies to differences in respect to the compensation-accounts and to the statistics furnished by the Lines and not to differences concerning rates.

120

All parties took it as understood, that the firm of von der Becke & Marsily in Antwerp be considered as being in the sense of this article, members of the Board of Managers of the Red Star Line.

The members of the Board of Presidents may be accompanied by the passenger-managers or other members of their staff.

ARTICLE 36.

As Arbitrator is hereby appointed the acting chairman of the Board of the Chamber of Lawyers (der Vorsitzende des Vorstandes der Anwaltskammer) in Cologne or in case he is prevented from acting generally or in any one case or in case he declines to act



generally or in any one case, he is to be replaced by the person who is at the time his substitute for the chairmanship of the aforesaid Board of the Chambers of Lawyers in Cologne, or in the event of neither of those functionaries being available the president of the Chamber of Commerce (Handelskammer) at Cologne to be or to nominate the arbitrator.

It is understood that no Line has in respect of this contract the right to summon any other Line before the judicial courts, but, in case differences cannot be settled amicably, each Line has the right (except so far as the questions of rates named in articles 17 to 20 are concerned and which are subject to the decision of the Board of Secretaries according to article 34) to call for an award of the Arbitrator.

122

An appeal to the arbitrator against a decision of the Board of Presidents must be notified within 14 days, after such decision has been communicated to the respective Line by the Secretary; such appeal must be addressed to the Secretary by registered letter and the Secretary is bound to communicate it within 3 days from its receipt to the Arbitrator and to inform all Lines immediately.

The award of the arbitrator to be accompanied by a written argument setting forth the grounds upon which the award has been given, such award at the same time to determine the question as to the costs of the arbitration.

123

Before making the award the Arbitrator has to give both or all the Lines concerned an opportunity of being heard. Should any of the parties fail to appear or to tender the required evidence, the arbitrator shall decide upon the evidence submitted, whether *ex parte* or otherwise; but the manner in which he thinks proper to take the evidence of the parties and of the witnesses who may have to be heard, as also the modus which he adopts in ascertaining the facts of the matter at

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issue, are left entirely to his conscientious decision and it is expressly understood that he is not bound to the observance of the rules in operation in respect of any legal procedure.

The award of the Arbitrator takes the place and is equivalent to a legal judgment given by the highest instance of any law-court against which all right of appeal is exhausted, and it is expressly understood that all the parties to this present contract relinquish all and every right to employ against the award given any legal means of whatever name or description such legal means may be.

125

## Commentary to Article 36.

It was originally intended that there should be a court of Arbitrators consisting of three members, one of whom was to be elected by each of the parties concerned, the Umpire being elected by the Board of Presidents. It was thought however that an arrangement of this kind may be considered superfluous for all practical purposes, in as much as the Arbitrators elected by the parties opposed to each other, would naturally always and under all circumstances firmly adhere to the party whose interest they were appointed to represent and that consequently the whole weight would practically centre in the award of the Umpire; and as in accordance with the Dutch Law which would otherwise apply to the Rotterdam Line; it would be impossible to appoint an Arbitrator without the co-operation of a Dutch Law Court, unless such Arbitrator has been individually named and agreed to in the contract, it became necessary so to agree upon and name an individual person in the contract as arbitrator.

126

But in order to obtain as such Arbitrator *quasi* an immortal person and in order to always have a substitute for such Arbitrator in case the latter is pre-

vented to act, it was understood that as more especially set forth in article 36, the President of the Chamber of Lawyers in Cologone, or his substitute, should be appointed as such Arbitrator.

All parties have the right to be represented by a legal person before the Arbitrator, but not before the Board of Presidents. It is however agreed that an exception in the case of the Board of Presidents is made in favor of Dr. Nolte of Hamburg on account of his having been the legal adviser in framing this contract; this exception regarding Dr. Nolte, does not mean that any Line or Lines can be represented by him before the Board of Presidents, but that the Presidents may call upon him for advice.

128

#### ARTICLE 37.

All the Parties hereto submit for all the intents and purposes of this present contract to the German Law and it is understood and agreed that sofar as a general German Law does not yet exist (for instance in the case of questions with respect to Civil-Law) the law in operation at Cologne shall be applied.

#### Commentary to Article 37.

In view of the different nationalities of the contracting parties it was agreed that in order to establish a common basis for the legal aspects with regard to this contract, all Lines should submit to the German Law in respect to all the rights and obligations arising out of this contract.

129

In this connection the German Commercial Code and with regard to the award of the Arbitrator, the German Code of civil proceedings was especially taken in view.

But as up to the present time a German Civil Code of Law does not exist and as questions with regard to

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the Civil Code (especially in respect to the *jus obligationum*) may have to be decided, it was resolved that for this purpose the Law as in operation in Cologne, namely the Code of Napoleon shall apply, for the particular reason that the Arbitrator is domiciled at Cologne.

## ARTICLE 38.

131 Each Line is bound to name to the Secretary before the first January the delegate, whom it has appointed for the ensuing year as well for the Board of Secretaries as for the Board of Presidents; alterations which may arise with respect to such delegates must also be duly notified to the Secretary.

The delegates may be represented by substitutes, but the Secretary must be previously notified of such substitution.

## Commentary to Article 38.

No comment needed.

## ARTICLE 39.

132 Meetings of the Board of Secretaries and of the Board of Presidents are convened by the Secretary.

Such meetings to be held at Cologne unless in any one case another place is agreed upon.

The majority of the Lines have the right to demand that a meeting shall be held and if the majority of the Lines exercise this right, the meeting has to take place within 15 days from receipt by the Secretary of such demand.

Such meetings to take place within 3 weeks if demanded by two of the Lines and within 4 weeks if demanded by only one Line.

The subject or subjects to be dealt with in such meetings to be notified by the Secretary to all the parties concerned not less than 10 days before the date on which the meeting is to take place.

In meetings thus convened the part or the parties present shall form a quorum irrespective of the number.

Resolutions cannot be taken upon any subjects which had not been duly notified to all the parties concerned, even tho' all the parties present are unanimously in favor of such resolution.

Resolutions on subjects transmitted by the Secretary to the Board of Secretaries or to the Board of Presidents can also be taken by a vote given in writing, provided no Line objects to such manner of voting. 134

Minutes will be written at all the meetings of the Board of Presidents and of the Board of Secretaries and the same to be signed by all the parties present at such meetings, and minutes so written and signed shall be accepted as a true record of the proceedings and shall be considered final.

#### Commentary to Article 39.

The Secretary shall not have the right to convene of his own accord meetings of the Board of Secretaries nor of the Board of Presidents. 135

Each Line demanding a meeting has in doing so to communicate to the Secretary the subjects which the Line proposes for discussion. Each Line can propose additions to these subject provided such additions are forwarded to the Secretary so as to be in his possession at least 12 days before the meetings.

#### ARTICLE 40.

It is understood that in all cases in which resolutions have to be taken in respect to existing differences of opinion as to the terms and conditions of this present contract, as also in the case of all decisions to be

given by the Board of Secretaries or by the Board of Presidents or by the Arbitrator, not only the tenor but also more especially the spirit of this present contract is to be taken into consideration.

For this purpose there has been appended to this present contract a full commentary with expositions and examples and it is understood that the same are to be considered to their full extent, to form an integral part of this present contract.

#### Commentary to Article 40.

- 137 In consideration of the fact that this contract is one of uncommon difficulty and of uncommonly wide bearing and that in spite of the utmost care being bestowed upon it, wording may not in all respects and in all cases fully cover the meaning of the parties concerned, it was unanimously agreed to add to this contract comments and expositions and more especially examples purporting to serve as guidance in shaping the decisions in accordance with the intentions of all the parties concerned.

#### ARTICLE 41.

- 138 This present contract has been firmly concluded for the period from February 1st, 1892, to December 31st, 1896, and shall after this latter date continue from year to year unless notice be given not later than on the 1st October of the intention to terminate same at the end of the year then current, namely in the next instance on the 1st October, 1896.

But each Line has the right to propose alterations of this present contract provided such alterations do not affect the percental participation expressed in article 3. and to demand, that such alterations take effect on the 1st February, 1893.

In such a case the Line proposing such alterations is bound to notify the Secretary thereof not later than the 15th January, 1893.

In the event of such demanded alteration not being complied with, the Line having made the demand is not entitled to withdraw from this present contract unless such demand is supported at least by one of the other Lines and then only on the 31st January, 1893.

The withdrawal of any Line from the present contract releases the other Lines from all obligations, unless the latter agree amongst themselves to continue the present contract under the same or under altered terms and conditions.

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#### Commentary to Article 41.

It being the unanimous opinion of all the parties that in the practical working of the contract, possibly the one or the other stipulation of it might prove to be difficult to carry out or impracticable or excessively detrimental to the interest of any one of the Lines, it was agreed that by the guidance of the experience, gathered during the first year, each Line shall be entitled to demand for the further duration of the contract alterations of one or the other stipulation of the contract, but it was understood that the fundamental stipulations of article 3 should under no circumstances be in any way touched or affected.

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It was understood that if any one Line in proposing alterations, does not receive therein the support of at least one other Line, such proposal to be deemed unfounded.

But in the case of two or more of the contracting parties coinciding in the demand for the same alteration; it was thought that it was justified to assume that the demand was well founded and if it should occur that such demand should meet with the opposition of

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any Line, the Lines having made such demand shall have the right to withdraw from the contract.

## ARTICLE 42.

In these presents unless there be something in the subject or content inconsistent therewith.

Year means: a calendar year;

Week means: the periods from 1-7th, 8-15th, 16-23d, 24th to the last day of the month;

143 Quarterly means: 1st January—31st March, 1st Apr.—30th June, 1st July—30th September, 1st October—31st December;

In writing means: by telegraph by writing or by print work;

Line means: party to this contract.

Notifying & communicating means: in writing, never verbally.

Notifications & communications count from the day they have been dispatched;

Vote means: open not secret.

## Commentary to Article 42.

No comment needed.

144 This Contract has been concluded at Hamburg this 19th day of January, 1892, in witness whereof we have affixed our signatures and seals to five copies hereof all of the same date and tenor.



**Petitioner's Exhibit 3.**

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## AGREEMENT AA.

Corrected. Rec'd from J. T., 8/29/8.

As a souvenir the names of the gentlemen who assisted at the meetings in London from 31st January to 7th February, are herewith given as follows:

Mr. Ballin	.....	for the Hamburg American Line		
" Dr. Ecker	.....	" " " " "		
" Warnholtz	.....	" " " " "		
" Storm	.....	" " " " "		
" Dr. Murken	.....	" " " " "		146
" Huldermann	.....	" " " " "		
" Barnbrock	.....	" " " " "		
" J. P. Meyer	.....	" " " " "		
" Neumann	.....	" " " " "		
" O. v. Reuchlin	.....	" " Holland America Lijn		
" J. G. v. Reuchlin	.....	" " " " "		
" Weirdsma	.....	" " " " "		
" Heineken	.....	" " Norddeutscher Lloyd		
" v. Helmolt	.....	" " " " "		
" v. Plettenberg	.....	" " " " "		
" Seyde	.....	" " " " "		
" Winter	.....	" " " " "		
" Eduard Strasser	.....	" " Red Star Line		147
" George Weingartner	.....	" " " " "		
" Ch. Tattet	.....	" " Cie Generale Transatlantique		
" Sagot	.....	" " " " "		
" Grignon	.....	" " " " "		
" J. Bruce Ismay	.....	" " I. M. M. Co. Lines		
" Harold A. Sanderson	.....	" " " " "		
" A. B. Cauty	.....	" " " " "		
" John E. Willet	.....	" " " " "		
" P. E. Curry	.....	" " " " "		
" Charles F. Torrey	.....	" " " " "		

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"	William Watson .....	"	"	Cunard Line
"	Alfred A. Booth .....	"	"	"
"	A. D. Mearns .....	"	"	"
"	E. H. Hoblyn .....	"	"	"
"	S. J. Lister .....	"	"	"
"	Hy. Allan .....	"	"	Allan Line
"	Thompson .....	"	"	"
"	Richard Henderson ...	"	"	Anchor Line
"	John Atichison .....	"	"	"
"	Chas. Donaldson .....	"	"	Donaldson Line
"	Samuel S. Moncur ....	"	"	"
"	Allan Cameron .....	"	"	C. P. R. Cy.
149	H. S. Carmichael .....	"	"	"

## AGREEMENT AA.

## CONTRACT.

Between the following Transatlantic Steamship Lines, namely:

1. The Allan Line Steamship Co., Limited, Glasgow.
2. The Anchor Line (Henderson Brothers), Limited, Liverpool.
- 150 3. The Cunard Steamship Company, Limited, Liverpool.
4. Hamburg-Amerikanische Packet-Fahrt Actien-Gesellschaft, Hamburg.
5. The Nederlandsh Amerikaansche Stoomvaart Maatschappij, Rotterdam.
6. Norddeutscher Lloyd, Bremen.
7. Societé Anonyme De Navigation Belge Americaine (Red Star Line), Antwerp.

8. International Mercantile Marine Company (except the Société Anonyme Belge Americaine, Red Star Line, in Antwerp), New Jersey.

9. Canadian Pacific Ry Co. (Atlantic Steamship Lines), Montreal.

The following contract has this day been concluded:

#### ARTICLE 1.

The Companies before named guarantee to each other the percental participation as defined and provided for in Article 3 of this Contract of the entire steerage traffic forwarded by the parties to this Contract from all European Ports to and via the United States of America and Canada and *vice versa* in vessels owned, leased, chartered or controlled by them without regard to the flag. Excepted are Italian and Oriental passengers forwarded by direct steamers through the Straits of Gibraltar. (Oriental passengers means passengers to or from Greece, Africa and Asia.) 152

#### ARTICLE 2.

All passengers forwarded in any intermediate class between steerage and cabin, as defined in Article 13, to be considered as steerage passengers in the sense and meaning of this Contract. 153

#### Commentary to Article 2.

(a) The word "Cabin" in the sense of this Contract is understood to mean the first and second cabin.

(b) Intermediate or even cabin passengers are steeragers unless they pay at least the lowest cabin-fare as defined in Article 13.

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(c) Steeragers once embarked by a Line cannot be counted a second time by the same Line or any other Line in case of transfers through accidents, etc.

## ARTICLE 3.

The proportions in which the Lines participate in the total transportation of steeragers in accordance with Article 1 of this contract are fixed as follows (subject to the figures being checked) :

	WESTBOUND:	%
155	1. The Allan Line Steamship Co., Ltd., Glasgow, for its United States services	0.62
	2. The Anchor Line (Henderson Bros., Ltd.), Liverpool	3.40
	3. The Cunard Steamship Co., Limited, Liverpool	13.75
	4. Hamburg-Amerikanische Pachtfahrt Actien-Gesellschaft, Hamburg	19.61
	5. The Nederlandsch Amerikaansche Stoomvaart Maatschappij, Rotterdam	6.63
	6. Norddeutscher Lloyd, Bremen	26.53
	7. Soci��t�� Anonyme de Navigation Belge Americaine (Red Star Line), Antwerp	9.71
156	8. I. M. M. Co., White Star Line	8.60
	"    American Line	
	(Shmptn. 2.96)	
	(Lpool. 3.72)	6.68
	"    Dominion Line	4.47
		<hr/>
		100.00

## EASTBOUND: %

1. The Allan Line Steamship Co., Ltd., Glasgow:  
For its United States services:

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For its Canadian services (including Portland in the Winter)	4.95	
2. The Anchor Line (Henderson Bros., Ltd.), Liverpool	3.93	
3. The Cunard Steamship Co., Limited, Liverpool, for its Liverpool services	12.77	
The Cunard Steamship Co., Limited, Liverpool, for its Fiume Triest service as per Page 28	2.35	
4. Hamburg-Amerikanische Packetfahrt Actien-Gesellschaft, Hamburg	12.35	
5. The Nederlandsch Amerikaansche Stoomvaart Maatschappij, Rotterdam	6.10	158
6. Norddeutscher Lloyd, Bremen	18.79	
7. Societ� Anonyme de Navigation Belge Americaine (Red Star Line), Antwerp	8.56	
8. I. M. M. Co., White Star Line	15.49	
"    American Line		
(Shampton 6.74)		
(Lpool. 1.98)	8.72	
"    Dominion Line	1.50	
9. Canadian Pacific Ry. Co. (Atlantic Steamship Lines)	4.49	
	<hr/>	
	100.00	

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The Cunard S. S. Co.'s Adriatic service, the Allan Line's Canadian services, and the Canadian Pacific Ry. Co., Atlantic S. S. Lines, are not covered by this contract as far as westbound business is concerned, except for the conditions attached to the Cunard S. S. Co.'s Adriatic service as provided for on page 33 (see g. No. 191).

## ARTICLE 4.

If a Line ceases to carry steeragers in the sense of Article 1, its share of participation as fixed in Article

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3 will be divided amongst the other Lines in proportion to the percental participation appertaining to each Line, according to Article 3.

## Commentary to Article 4.

(a) In case a Line ceases to exist or ceases to forward steeragers, the deposit made by such Line as stipulated in Article 17 will be returned to it after the expiration of 6 months but only if and in so far as no claim lays against the deposit under this contract.

161 (b) If a Line transfers its business in part or in whole to a successor or if an amalgamation with another Line takes place, the Line so transferring business is bound to make it binding upon its successor to enter into this contract and to become a party to it with all the rights and obligations arising out of this contract, and the deposit made by the former Line, forthwith devolves upon the other Line, and stands valid on behalf of the latter.

## ARTICLE 5.

162 (a) If any of the Lines are compelled by vis major to discontinue their entire service or even only their steerage service for longer than 4 weeks after its last sailing (the day of this sailing included) such Line ceases to be a party to this contract from the date of its last sailing, but becomes a party to it again immediately upon the resumption of its service or even only of its steerage service.

(b) In the interval, the participation-quota of such Line devolves *pro rata* of the participation as per Article 3 upon the other Lines.

(c) In case Lines representing 40 per cent of the shares are compelled contemporaneously to discontinue

their steerage services for longer than four weeks from their last sailing, the present contract to be suspended so long as such discontinuance of the service or services lasts, beginning from the last sailing.

#### Commentary to Article 5.

(a) It was not considered feasible to closely define the conception of "vis major," inasmuch as the opinion generally prevailed that it would be impossible to exhaust all the eventualities which might in this respect arise.

(b) But it was unanimously thought that not only the blockade of ports, war and similar events of a political or revolutionary kind should be comprised in the conception of vis major, but that also obstructions of ports by ice or from other causes, as for instance: if a narrow fairway should be completely closed up by a sunken vessel in or outside of a port, shall be considered as vis major. A cessation of a Canadian service during the Winter season when the St. Lawrence is closed shall not be considered as coming under this clause. 164

(c) A Line ceasing to be a party means, that the accounts are closed with it up to the day when the Line had its last sailing, and a Line becomes a party again, means that the accounts are re-opened with it from the day of its rejoining the contract, that is, from the day of its first sailing. 165

#### ARTICLE 6.

(a) Any Line or Lines whose steerage transportation in a year exceeds in point of number the proportions fixed by Articles 3 to 4 have to pay a compensation price of £ 4 for each passenger (soul) carried in excess of the established proportion.

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(b) Such money to be paid to the Line or Lines who have not reached their participation-quota and such payments to be made in proportion to the number of steeragers which each Line is short.

## Commentary to Article 6.

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(a) The stipulation of a compensation payment for each steerager carried beyond the proportion allotted by this Contract forms one of the main features of the entire Contract. The payment of such compensation is certainly not the intent and purpose of the contract, but it is the requisite means to deter the Lines from following the tendency to exceed their proportion.

(b) The possibility ought not to be excluded to effect alterations with regard to the figure of £ 4 in the event of it becoming evident, that from extraordinary causes, the stipulated compensation proves to be too low or too high for the purposes of this contract.

(c) If for instance the steerage rates by any Line should fall below £ 4, the compensation price of £ 4 was considered excessive for the purpose of this contract.

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(d) It was therefore agreed that the compensation can be advanced and lowered by a majority of the Lines representing at least 75 per cent of the shares as fixed in Article 3.

(e) It was, however, understood that alterations of the compensation price can in no case be decided otherwise than to take effect at the beginning of the next week.



## ARTICLE 7.

The Compensation price fixed by Article 6, as also the statistics relating to the transportation of steer-agers, is in all cases based upon the number of persons or souls, so that children and infants always count as full passengers in the sense of this present contract.

## Commentary to Article 7.

The stipulation contained in this Article was deemed necessary in view of the fact that if for children and infants certain fractions of the rate for adults were to be reckoned, the accounts would be unduly complicated.

170

## ARTICLE 8.

(a) Provisional compensation accounts to be prepared monthly by the Secretary who has to direct the party or parties in excess of their share with regard to the amount of compensation to be paid by them. Such payments have to be effected within a fortnight after receipt of the Secretary's notice.

(b) Final settlements will be made at the end of each calendar year on the basis of a compensation account prepared by the Secretary comprising the entire year. Objections against this final account to be made within four weeks, failing which the accounts shall stand.

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(c) Objections to the correctness of the accounts form no release from the obligation to effect the provisional settlement.

## Commentary to Article 8.

No comment needed.

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## ARTICLE 9.

Each Line undertakes to arrange its services in such a manner that the number of steeragers which it actually carries corresponds as nearly as possible with the number allotted to it by this contract.

## Commentary to Article 9.

As already explained in the comment to Article 6, the payment of the compensation moneys is not the object of this Contract, but merely the means of deterring the Lines from endeavoring to exceed their participation-quota.

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## ARTICLE 10.

(a) For the purpose of the compilation of the compensation accounts, all the Lines have to furnish to the Secretary every 7th, 15th, 23rd and last day of a month their statistics of the steeragers and also 2nd Cabin Passengers carried by them in the week ending with these respective dates and the destination of the steamers.

(b) A fine of £ 5 shall be imposed upon any Line delaying the delivery of the statistics for more than three days.

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(c) The Secretary has to furnish to the Lines weekly, the statistics of the passengers carried, and monthly, a statement showing the position of the Lines *versus* each other, and not later than on the 15th of each month for the preceding month.

## Commentary to Article 10.

No comment needed.

## ARTICLE II.

(a) In case the results thus obtained show that any of the Lines have exceeded their proportion or have remained below it, such Line is entitled and in duty bound to adopt measures calculated to bring about a correct adjustment. But before putting such measures into operation, the Line is bound to inform the Secretary of the measures proposed to be adopted.

(b) The other Lines are entitled to await what result the measures taken produce, or in so far they represent 75 per cent of the shares they may direct other or more forcible measures, which can only refer to rates to be set in motion. In the latter case the Lines are bound to put such measures into force without delay and without demur. 176

## Commentary to Article II.

(a) All parties were unanimously of the opinion that the adjustment is, whenever practicable, to be effected not by reducing the rates of one Line but on the contrary by raising the rates of one or several of the Lines.

(b) No Line to be compelled to fix its gross rate per adult steerager at less than £ 5 nor more than £ 8. 177

(c) It was expressly understood that there is to be no appeal against the decisions taken by such majority of 75 per cent, as such decisions will in all cases be solely in respect to questions of rate.

(d) Even in case the Lines themselves do not propose the adoption of measures, a majority of the Lines representing 75 per cent of the shares can immediately proceed to take measures, as for instance: they may direct that the rates shall be raised or reduced.

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(e) In all cases under this contract where percentages have to be taken into consideration, it is understood that in questions on westbound business, the westbound percentages, in questions on eastbound business the eastbound percentages, and in general questions the mean of the west and eastbound percentages of each line shall apply.

## ARTICLE 12.

179 No Line has the right to alter its steerage and second cabin rates without having previously informed the Secretary.

## Commentary to Article 12.

No comment needed.

## ARTICLE 13.

180 (a) Unless there is a second-class rate agreement, the lowest second cabin rates of any line westbound must be at least £ 2, and eastbound at least \$10, higher than the highest normal third class rates of the respective steamer. In case a Continental Line should carry third class and steerage passengers, the basis for fixing its second class rate shall be its steerage rate.

(b) The lowest prepaid cabin rate in America of any of the Lines must be at least equal to the lowest cabin rate of the same Line on this side.

## Commentary to Article 13.

(a) The word cabin is also here, as in Article 2, understood to comprise both the first cabin and the second cabin.

(b) If a Line has fixed and published its second cabin tariff it cannot be compelled to change this tariff

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during the current season whatever changes in the steerage rates may occur. Each Line shall indicate to the Secretary when its seasons commence and end and also indicate the rates.

(c) The rate of exchange with regard to cabin rates is fixed for dollars at marks 4 or 4 shillings.

## ARTICLE 14.

(a) The Lines undertake to pay out of the gross steerage rate a commission to their agents which must not exceed in Great Britain 6/- per adult to ordinary agents, or 9/- to general agents, or on the Continent not more than 15/- for a full steerager or 12 kroners in Scandinavia or 17 Finnish marks in Finland. 182

(b) The maximum commission for second cabin passengers per adult in Great Britain to be not more than 5 per cent with a minimum of 9/- to ordinary agents or 13/6 to general agents and on the Continent a maximum of 6%, but each Line is entitled to grant a minimum of 15 marks on a single trip per adult.

## Commentary to Article 14.

In respect to the question as to who is to be considered as agent of a Line and more especially also whether the so-called town agents are comprised in the term of agent, it was unanimously decided, that as agents in the sense and meaning of the contract, only such agents are to be considered who are regularly appointed by a Line. In the case of the British Lines any agent appointed by their head agents at the ports shall be considered as a firmly engaged agent of a Line. 183

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## ARTICLE 15.

The Cash Steerage Rates and the American Pre-paid Rates shall be established on the following equivalence:

	M. 100.....	Dollars 24½
	" 110.....	" 27
	" 120.....	" 29½
	" 130.....	" 31½
	" 140.....	" 34
	" 150.....	" 36½
185	" 160.....	" 38½
	" 170.....	" 41
	" 180.....	" 43½
	" 190.....	" 45½
	" 200.....	" 48

## Commentary to Article 15.

(a) It was not thought necessary to make any stipulation in respect to the rate of commission to be paid to agents in America for prepaids, so long as the rates of commission on the other side are fixed by the Continental Conference and/or the North-Atlantic Conference, but it is agreed that in no case the sub-agents' commission shall exceed 2 Dollars or the head agents' commission 3 Dollars, and the names of such head agents shall be scheduled with the Secretary of the Continental Conference and/or North-Atlantic Conference in New York and with the Secretary of the Atlantic Conference.

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(b) It was agreed that with a view to regulate the question in respect to the European inland transportation in connection with the prepaid business, each Line may issue a Tariff containing not more than 300 stations, showing the cost of transportation from such stations to the port of embarkation. No commission shall be allowed on these European inland rates.

## ARTICLE 16.

(a) The Lines undertake to comply with Article 8 of the "General Rules, third series, of the Continental Conference," which reads as follows:

"No circulars or publications shall be issued by any Line reflecting upon or instituting comparisons with any Conference Line unfavorable to the latter, and no party hereto shall support any newspaper which may systematically attack any Conference Line."

(b) They further undertake to send to the Secretary any printed matter and circulars sent to agents in relation to the steerage business, so far as such matters are not of purely internal nature. 188

## Commentary to Article 16.

(a) In view of the fact that the stipulations referred to in this Article of the Continental Conference have stood the test of many years practical working, it was decided not to alter anything with regard to such stipulations of the Continental Conference, but it was agreed that the words "support any newspaper" are more especially understood to mean that no advertisements are to be given to such newspaper.

(b) It was furthermore decided that all the Lines shall be responsible for their agents and employees or other representatives in this sense, that the Lines are bound not only immediately to dismiss an agent, etc., who in respect to another Line has disregarded the stipulations of Article 16, but that all the Lines are also bound to break off all and every direct or indirect business connection with such agent. 189

(c) An agent, etc., who has thus been dismissed, must not be engaged by any of the other Lines nor are they allowed to have any business connection directly or indirectly with such person.

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## ARTICLE 17.

For the faithful performance of the conditions of this agreement the parties deposit with the Secretary a promissory note in the amount of £ 1,000 for each per cent proportion. This note is only payable if it is accompanied by the award of an arbitrator, provided for in this agreement, or by the award of another arbitrator, agreed upon by the parties at difference.

## Commentary to Article 17.

191

No comment needed.

## ARTICLE 18.

(a) The sum deposited shall be considered the amount of liquidated damages and thus entirely forfeited, if the Line who made the deposit unduly withdraws from the present Contract before its expiration, or if the Line resorts to actions which render the continuance of this present Contract impossible, and which are, therefore, to be considered equivalent to a withdrawal from this present Contract, as for instance:

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(b) Refusal to pay compensation money or failure to replenish the deposit in due time, or assisting directly or indirectly a new opposition Line, or starting or assisting a Line whereby the business as defined in Article 1 would be seriously interfered with.

## Commentary to Article 18.

No comment needed.



## ARTICLE 19.

In the event of a deposit being declared entirely forfeited the Line or Lines who have claims to compensation will in the first instance receive satisfaction out of the same *pro rata* of their claims. Any remaining surplus will be divided amongst all Lines, excluding the Line the deposit of which has been declared forfeited, proportionate to their participation-quota.

## Commentary to Article 19.

No comment needed.

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## ARTICLE 20.

(a) Penalties in case of contravention against or infraction of any stipulations of this contract shall be fixed by the Arbitrator, but in no case shall such penalties exceed the amount deposited by the party at fault.

(b) The amount of penalty to be in each case not less than £ 250 for each contravention or infraction, except as provided for in Article 10.

(c) In case of the contravention or infraction being made wilfully and designedly, especially in case of any willful and intentionally incorrect statement or declaration in respect to statistics, the penalty shall not be less than £ 2,500. 195

(d) The sums accruing from penalties are to be divided amongst the other Lines in the same manner as provided for at the end of Article 19.

(e) Unless the penalty be paid to the Secretary within 8 days after the Line concerned has received the relative award, the deposit will be drawn upon up to the amount of such penalty.

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## Commentary to Article 20.

- 197 It was thought that a penalty of £ 2,500 for each case might in case of systematically incorrect statements amount to such an extravagant sum that it would be impossible to recover it, or that the deposit would be entirely exhausted thereby; hence this stipulation, that in such cases the penalty need not be applied to each case separately, but is fixed at £ 2,500 minimum, which implies that a higher amount can be fixed according to the gravity of the infraction, the number of cases involved, as well as the length of time during which the infractions and contraventions have been practised.

## ARTICLE 21.

In the event of a deposit having been dealt with the same must within 14 days after the day on which it has been so dealt with be replenished up to its original amount.

## Commentary to Article 21.

- 198 The replenishment of the deposit shall be affected by the Lines without their having been called upon to effect such replenishment.—The notes required to replenish the deposit are to be transmitted to the Secretary in the same manner as stipulated in Article 17. The Secretary is bound forthwith to arrange for the notes so received being immediately deposited with a bank. As stipulated in Article 18, the remainder is entirely forfeited if the deposit is not replenished in due time.

## ARTICLE 22.

- (a) Other Lines can be admitted to this present Contract, and the terms and conditions of the latter

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can be altered and new terms and conditions can be added thereto, but only by the unanimous vote of the Lines unless otherwise provided for in this Contract.

(b) All alterations and additions made in respect of this present Contract, to be valid and binding upon the Lines, parties to this present Contract only when all the Lines have given their written consent to such alterations and additions.

Commentary to Article 22.

No comment needed.

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ARTICLE 23.

(a) The execution and control of the fulfillment of the stipulations of the present contract are confided to firstly, the Secretary; secondly, to the Arbitrator.

(b) The Secretary must be a person entirely and in every respect independent of any of the parties to this present contract. The Secretary shall be appointed or dismissed by a majority of the Lines representing 75 per cent of the shares. Mr. H. Peters at Jena is hereby appointed as Secretary.

(c) Amongst his duties are: To receive the statistical statements, to examine the same as also the accounts, for which purpose the Secretary shall have access to the Passenger Offices of the Lines and can there examine all books, correspondence, &c., so far as he may deem it practicable; to communicate the statistics and accounts to all the Lines concerned, and act as mediator in general in the transactions between the Lines themselves, so far as such transactions appertain to matters relative to this Contract; wherefore the Secretary has also to see that all Lines

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receive regularly and simultaneously all necessary information; to control the steorage prices in accordance with Article 11; to collect the payment of the penalties; to call the Meetings of the Lines according to Article 25 and keep the minutes of these Meetings; to effect the Compensation Accounts.

(d) It shall be the duty of the Secretary to use every exertion to settle difficulties amicably.

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(e) The expenses of the Secretary are to be paid by the Lines in proportion to the mean of the percentages allotted to each according to Article 3, but the salary of the Secretary shall be paid by the Lines in equal parts.

(f) There is no objection to the British Lines sending their statements and reports through the Secretary of the North Atlantic Passenger Conference in Liverpool

## ARTICLE 24.

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All parties mutually agree that any dispute or claims between any of them, or between any one or more of them, and the rest of them arising under this agreement, shall be settled by Arbitration as follows:

(a) Arbitration proceedings, unless the parties in dispute agree otherwise, shall take place alternately in England and Germany; to commence with England.

(b) Notice in writing of intention to prefer a claim shall be given, in reasonable time, to the party complained of, signed by or on behalf of the complaining party, and stating the nature and also particulars of the claim. Such notice shall as to any party hereto be deemed properly served if sent by post prepaid in a

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registered letter, duly addressed to the principal office in England of such British or American Line, and to the principal office on the Continent of such Continental Line, and shall be deemed to have been delivered in the ordinary course of post. Copies to be sent to the Secretary, who has to inform the other parties.

(c) Unless the disputing parties mutually agree to the appointment of a single Arbitrator within 14 days from the date of the aforesaid notice, each party shall without delay, appoint in writing an Arbitrator to act on his behalf, and the two Arbitrators so chosen shall appoint an Umpire. In case they cannot agree upon the Umpire, the latter to be nominated by the President of the Board of Trade if the arbitration takes place in England, and by the President of the Hanseatic court of appeal in case the arbitration takes place in Germany. 206

(d) Should either of the parties fail to appoint an Arbitrator within 21 days after notice of the intended reference has been given, and for seven days after service upon him or them of notice in writing by the other disputing party or parties appointing his or their Arbitrator then the one Arbitrator who has been chosen may if so required by the party or parties who appointed him proceed to act as sole Arbitrator in the reference whether the party failing to appoint an Arbitrator appear before him or not, and the decision of such sole Arbitrator shall be final and binding. 207

(e) The arbitrator or arbitrators shall alone have power to determine whether any claim preferred comes within the terms of this agreement, and also as to which of the parties shall pay the costs of the reference.

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(f) The arbitrator or arbitrators shall take into consideration whether from the circumstances disclosed, it appears that proved breaches are isolated offences, or whether they are incidents in a systematic violation of this agreement, and shall impose damages accordingly.

(g) The damages for breach of this agreement shall be imposed by the arbitrator having due regard to the stipulations in Article 20.

209 (h) Damages shall be payable within eight days from the date of the notification of the award.

(i) Each party hereto agrees that the amount of any fines or damages to be imposed upon him or them by the Arbitrator or Arbitrators as above provided shall be treated as the liquidated and ascertained damage for the breach of this Agreement complained of and not in the nature of penalty or under any circumstances be regarded otherwise than as the true and ascertained damages resulting from the breach, and each party hereby irrevocably declares himself finally stopped from raising any contrary contention.

210 (k) The Arbitrator or Arbitrators shall notwithstanding they may have made and published an award have power to re-open and re-consider the same and to hear further evidence and to make a fresh award provided cause be shown satisfactory to him or them within one week after the award is first made and published, or if the Arbitrator or Arbitrators see cause to extend the time, then within three weeks of the issue and publication of the said award. The award of the Arbitrator takes the place and is equivalent to a legal judgment given by the highest instance of any law court against which all right of appealing is exhausted, and it is expressly understood that all the parties to this present contract relinquish all

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and every right to employ against the award given any legal means of whatever name or description such legal means may be.

(l) Any disputes arising under this Agreement shall be settled according to the law of the country in which the arbitration takes place, wherever the domicile residence or office of business of the parties to this Agreement may be or become.

(m) In case of arbitration taking place in England, all and singular, the provisions of the Arbitration Act 1889, or any statutory modification or amendment thereof for the time being in force, shall be applicable.

212

(n) In case of arbitration taking place in Germany, the German law will apply, but the manner in which the Arbitrator thinks proper to take the evidence of the parties and of the witnesses who may have to be heard, as also the modus which he adopts in ascertaining the facts of the matter at issue are left entirely to his conscientious decision, and it is expressly understood that he is not bound to the observance of the rules in operation in respect of any legal procedure.

Commentary to Article 24.

213

No comment needed.

ARTICLE 25.

(a) Meetings are convened by the Secretary. Such meetings to be held alternately at London and at Cologne, to commence in Cologne.

(b) Regular meetings shall be held on the first Thursday of March and December.

*Petitioner's Exhibit 3*

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(c) Special meetings shall take place within 21 days if the majority of the Lines demand same, within four weeks if demanded by two of the Lines and within five weeks if demanded by only one Line.

(d) The subject or subjects to be dealt with in such meetings to be notified by the Secretary to all the parties concerned not less than eleven days before the date on which the meeting is to take place.

(e) At meetings thus convened the party or the parties present shall form a quorum irrespective of the number.

215

(f) Resolutions cannot be taken upon any subjects which have not been duly notified to all the parties concerned, unless all the parties to this contract are represented at such meetings and agree.

(g) Resolutions on subjects transmitted by the Secretary to the Lines can also be taken by a vote given in writing, provided no Line objects to such manner of voting.

216

(h) Minutes shall be written at all meetings, the same to be signed at such meetings by all the parties present, and minutes so written and signed shall stand as a true record of the proceedings and shall be considered final.

*Commentary to Article 25.*

Each Line demanding a meeting in doing so has to communicate to the Secretary the subjects which the Line proposes for discussion. Each Line can propose additions to these subjects provided such additions are forwarded to the Secretary so as to be in his possession at least five days before the meetings.



## ARTICLE 26.

(a) It is understood that in all cases in which resolutions have to be taken in respect to existing differences of opinion as to the terms and conditions of this present contract, as also in the case of all decisions by the Lines or by the Arbitrator not only the tenor but also more especially the spirit of this present contract, is to be taken into consideration.

(b) For this purpose there have been appended to the various articles commentaries with expositions, and it is understood that same are to be considered to their full extent to form an integrant part of this present contract. 218

## ARTICLE 27.

(a) This present contract has been concluded for the period from March 1st, 1908, to February 28th, 1911, and shall after this latter date continue from year to year unless due notice be given to the Secretary not later than on the 1st December of the intention of terminating same at the end of the next February, namely in the first instance on the 1st December, 1910. 219

(b) The withdrawal of any Line from the present contract releases the other Lines from all obligations except from the obligation to pay the Compensation accounts incurred under this contract up to the date of such withdrawal, unless the latter agree amongst themselves to continue the present contract under the same or under altered terms and conditions.

Commentary to Article 27.

No comment needed.

## ARTICLE 28.

In these presents unless there be something in the subjects or contents inconsistent therewith:

"Year" means a calendar year;

"Weeks" means the period for the 1st—7th, 8th—15th, 16th—23rd, 24th to the last day of the month;

"In writing" means by telegraph, by writing or by printwork;

"Lines" means Parties to this Contract;

221 "Notifications and communications" means in writing, never verbally; notifications and communications count from the day they have been dispatched;

"Vote" means open, not secret.

## COMMENTARY TO ARTICLE 28.

No comment needed.

London, February 5th, 1908.

Hamburg-American Line (signed) Ballin.

Norddeutscher Lloyd (signed) Heineken.

For the I. M. M. Co., other than

the Red Star Line (signed) J. Bruce Ismay.

222

Subject to the reservation that if the Canadian Pacific Railway S. S. Lines do not accept the percentage proposed for them, *i. e.*, the basis of 1906 and 1907 combined, for the eastbound pool, nothing in this agreement shall be binding on the Allan Line S. S. Co.

For the Allan Line S.

S. Co., Ltd.

(signed) Henry Allan.

For the Cunard S. S. Co. (signed) William Watson.

For the Anchor Line

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(Henderson Bros.),  
 Ltd. (signed) Richard Henderson.  
 For Holland-America  
 Line (signed) Reuchlin.  
 Red Star Line (signed) Ed. Strasser.

The Canadian Pacific Railway agree to become a party to the above contract as far as eastbound business is concerned and to accept 4.60% as their share of the total eastbound traffic as per Article 1, inclusive their own carryings but exclusive Cunard Line's Fiume service. If Cunard Line's Fiume service is included and if shared by all lines the Canadian Pacific Railway share of 4.49% will be accepted. 224

The Canadian Pacific Ry. Co. (signed) Allan Cameron  
 (Atlantic Steamship Lines)

## EASTBOUND.

The Continental Lines propose that the Cunard Line, Fiume-Triest service, joins the Atlantic Conference for all non-Italian passengers on basis of their average-carryings 1906 and 1907.

(London 5th February 1908.)

225

For the Cunard S. S. Co.,  
 Ltd. (signed) William Watson.  
 Hamburg America Line (signed) Ad. Storm.  
 Holland America Line (signed) Reuchlin.  
 Norddeutscher Lloyd (signed) v. Helmolt.  
 Red Star Line (signed) Ed. Strasser.  
 Cie, Genl, Transatlantique (signed) Ch. Tattet.

*Petitioner's Exhibit 3*

## APPENDIX I.

## AGREEMENT A.A.

Resolution taken on February 5th 1908.

(1) Deposits to be made in the form of Promissory notes payable on demand to the General Director of the Hamburg American Pkt. Co. the Chairman of the Cunard S. S. Co. Ltd. and the Secretary of the Atlantic Conference jointly, and to be deposited with the last named and held subject to the conditions of the Atlantic Conference Contract.

227 (2) Rates approved as per schedule. Present rules and regulations for British and Scandinavian business to apply.

(3) Pool Percentages agreed as follows subject to the figures being checked.

Westbound	
Allan Boston .....	0.62
Anchor Line .....	3.40
I. M. M. Co. ....	19.75
N. D. L. V. ....	62.48
	<hr/>
	86.25
228 Cunard .....	13.75
	<hr/>
	100.00
Eastbound	
Allan .....	5.07
Anchor .....	4.22
I. M. M. Co. ....	27.80
N. D. L. V. ....	49.16
	<hr/>
	86.25
Cunard .....	13.75
	<hr/>
	100.00

(4) The Eastbound percentages to be automatically adjusted to include the Cunard Co.'s Hungarian Service on the terms arranged and the C. P. R. Co. on terms still to be settled.

(5) Special Resolutions supplementary to the Atlantic Conference Contract approved as read<sup>1</sup>.

(6) I. Class Rates rules agreed as per amended copy<sup>2</sup>.

(signed) Ballin.

(<sup>1</sup>) See Appendix II, Agreement AA.

(<sup>2</sup>) See Agreement V.

230

Note from the Secretary.

## APPENDIX II.

### AGREEMENT A.A.

By-laws and Amendments  
to the Atlantic Conference Contract of 5th February  
1908 as read by Mr. Ed. Strasser.

1. From the 15th November until 31st December every Line is permitted to fix its prepaid rate higher or lower than its cash rates.

2. Parties having several services need not advance or reduce the rates for all of them, when a change is to be made for the purpose of adjustments, provided such change is sufficient to bring about the desired result. 231

3. Persons belonging to the Board, the staff, or the crew of any party to this agreement as also their wives and children need not be accounted for, if they receive free passage or passage at reduced rates. Live stock attendants are likewise not to be accounted for.

4. (a) Each party hereto has the right to refer for punishment violations of this contract on the part

of their agents to the Lines through the Secretary. But the penalty shall not exceed the penalty that might be imposed upon the parties themselves.

(b) The reinstatement of a disqualified agent requires unanimous action of the Lines.

(c) An agent cannot be disqualified by the Lines unless the Line employing him proposes such disqualification.

233 (d) The refusal to pay a penalty however will result in the immediate disqualification of an agent on the part of all Lines as expressed in commentary to Art. 16.

5. The Lines are responsible for their agents and servants but not for penalties that may be imposed upon same. (See 4 d.)

6. Passengers who transfer from steerage to cabin by payment of the difference in passage money are considered cabin passengers if the provisions of Art. 13 are complied with, irrespective whether such transfer occurs before or after beginning of the voyage.

234 7. Section 2 of the commentary to Art. 13 does not apply to passengers who travel in intermediate or any other class than steerage or third class or cabin. Art. 13 applies under all circumstances to such passengers.

8. The Lines must furnish to the Secretary weekly reports with reference to their westbound prepaid business separately for each of their various services (vide Art. 10).

9. Art. 16 of this contract applies in its entirety to circulars or publications issued in America.

10. If a new direct competitive Line in the North Atlantic Steerage business from one of the home ports of the Lines parties hereto should be established the Line from whose port such competition emanates shall have the right after at least three months previous notice to withdraw from the contract for the time such competition lasts, if the parties hereto do not agree to meet such competition.

11. (a) Bondable passengers, *i. e.*, who are deported by the United States Government shall be deducted eastbound only. Eastbound passengers who are deported by the authorities in Europe may be deducted on the Westbound return voyage.

236

(b) Passengers who are transported free or against payment of the cost of subsistence westbound or eastbound upon the request of the Government shall be treated in like manner.

12. The equivalence between the steerage Eastbound cash rates and European prepaid rates is fixed upon the basis of \$1—M. 4.20.

13. (a) No reduction is allowed upon steerage round trip tickets east and westbound. The price of the round trip ticket is obtained by the addition of the east and westbound rates.

237

(b) No reduction of any kind shall be allowed upon tickets issued for cabin eastbound and steerage westbound or vice versa; nor shall such round trip combinations be published.

14. The Expenses of the office of the Secretary shall be met according to the average of the Westbound and eastbound percentages.

15. The parties bind themselves not to permit any communications concerning the proceedings or resolu-

*Petitioner's Exhibit 3*

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tions of the Lines to be given to the press or uninterested third persons without the unanimous consent of the Lines.

16. The resolutions of the Continental Conference and the North Atlantic Conference in New York are not binding upon the Lines if same are directly opposed to or in contradiction with the provisions of the contract.

239

17. The Hamburg American Line and the Norddeutscher Lloyd will use their efforts to arrange that the passengers of the non German Lines may pass the Silesian, Saxon and Russian frontiers.

18. No special rates may be made either in Europe or in America without previous assent of all Lines.

19. Differences which may arise within one year after expiration of this contract shall be subject to arbitration.

240

20. The agents of the Lines parties to this agreement shall not book or interest themselves in the booking of passengers for new<sup>1</sup> outside competing Lines under penalty of disqualification with the exception of the Gie. Gle. Trans-atlantique, Canadian Pacific Railway, Austro-Americana, Donaldson Line, and Allan Line Canadian Services.

21. The present bylaws as well as any which may be agreed upon later on shall be considered as forming part of the contract unless the contrary is expressly stated.

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(<sup>1</sup>) "New" means any Transatlantic Line outside of this contract for which the agents are not working at present.

London, February 4th 1908.

(signed) Ed. Strasser.



## APPENDIX III.

## AGREEMENT A.A.

## Westbound.

(a) Cunard Coy, to remain free as far as Hungarian emigrants shipped by their Fiume—Triest service are concerned.

(b) In 1906 the Cunard Line shipped in their direct Fiume Boats 50548 steeragers, in which were included 3925 non-Hungarians.

(c) In 1907 the Cunard Line forwarded from Fiume up to November 49802 steeragers, in which are included 3249. 242

(d) The Continental Lines propose to the Cunard Coy. that all non-Hungarian passengers exceeding 7% of the total carryings of the Fiume—Triest service must be compensated in the General-Pool.

(e) It is understood that the Cunard Line agrees to limit their westbound sailings to 26 regular and 4 extra sailings, and that if they have to increase this number of sailings they will compensate for passengers carried by these additional sailings to the Atlantic Conference on the average number per sailing during the year. 243

(f) The rate of compensation in such cases shall be settled by arbitratiton.

(London 5th February 1908.)

For the Cunard S. S. Co.,

Ltd.

(signed) William Watson.

Hamburg American Line

(signed) Ad. Storm.

Holland America Line

(signed) Reuchlin.

Norddeutscher Lloyd

(signed) v. Helholt.

Red Star Line

(signed) Ed. Strasser.

Cie. Gle. Transatlantique

(signed) Ch. Tattet.

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## APPENDIX IV.

## AGREEMENT A.A.

London, 5th February 1908.

Dear Mr. Ballin:

245 Referring to the reservation attached to the signature for the Allan Line to the General Pool Agreement, I state that if the Canadian Pacific Railway S. S. Co. agree to come in to the Eastbound Pool but claims and obtains from the other Lines a more favorable basis than that of the figures for 1906 and 1907 combined I shall still agree to all conditions except that I shall claim for my Company a proportionate advance on the percentage basis allotted to it, and the signature will be subject to this claim being granted.

Yours truly,  
(Signed) HENRY ALLAN.

246 Note from the Secretary: The percentages as finally agreed and mentioned in Agreement A.A. are in accordance with this letter, which therefore has become without object.

**Petitioner's Exhibit 4.**

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## AGREEMENT L.

## EASTBOUND POOL

between N. D. L. V. Transat. and American Line,  
which Pool to embrace:

1. All eastbound steerage passengers of the N. D. L. V.

2. All eastbound steerage passengers of Transat who however have to be considered in two different groups, *i. e.*, A Italian and Oriental passengers, and B Continental passengers.

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3. All Italian and Oriental eastbound steerage passengers forwarded by the American-Line.

For the purpose of this Contract it is understood that in order to determine in which one of the two groups Transat has to account for the eastbound steerage passengers carried by her, a joint Committee, composed of a representative of Transat and a representative of the N. D. L. V. shall be present and shall determine on Transats Dock at New York on the day of departure of every steamer owned or chartered by Transat and carrying eastbound steerage passengers, whether such passengers shall belong to the group called Continentals or to the group called Italians and Orientals. It is furthermore understood that the same shall apply with regard to the American Line and that on each departure of an American Line steamer from New York a joint Committee composed of a representative of the American Line and a representative of the N. D. L. V. shall be present at the American Line Dock and shall determine then and there whether a passenger belongs in the group of Italians and Orientals or not.

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250

*Petitioner's Exhibit 4*

The work of the two joint Committees shall consist in noting the price paid for each ticket and in putting questions to the passengers in the Italian or in one of the Oriental languages and both Transat and American Line agree to assist these joint Committees as much as possible in order to enable them to do their work properly. It is understood that the work of these Committees shall cause no delay in the departure of the steamers and shall not interfere with anything pertaining to the management of the Docks.

251 For the purpose of this Contract it is understood that:

A. In the case of Transat an Italian or an Oriental passenger is a person of Italian or Oriental (Greek Turkish, African or Asiatic) nationality holding a through ticket to a point in Italy, or to Marseilles or to a point in the Orient (Greece, Turkey, Africa or Asia), and that all other eastbound passengers carried by Transat shall be Continental passengers.

252 B. In the case of the American Line all eastbound steerage passengers holding a through ticket to a point in Italy or to Marseilles or to a point in the Orient (Greece, Turkey, Africa or Asia) shall be considered as Italian and Oriental passengers.

## ART. I.

POOL COVERING CONTINENTAL EASTBOUND STEERAGE  
BUSINESS.

The N. D. L. V. guarantee to Transat as her share of the Continental eastbound steerage traffic the average of the proportions in which Transat has participated in the total of this traffic carried by the

N. D. L. V. and by herself during the years 1901. 1902 & 1903.

For the purpose of fixing Transats share of the Continental eastbound steerage business during those three years it is understood that only such of her passengers shall be counted as Continental Passengers who have actually paid the eastbound Continental rates published by Transat during those three years.

It is furthermore understood that it is a considerable concession on the part of the N. D. L. V. that it should allow Transat to include 1903 also, as a year on which her proportion is to be based. In return the N. D. L. V. claims that to the number of eastbound steerage passengers carried by it during the year 1903 should be added a certain portion of the Continental eastbound steerage traffic carried by the British Lines during that year. The portion so to be added should be calculated as follows:

	1903	1902
C. L.	75 527	59 695
B. L.	16 969	4 350

$$\begin{array}{r} 92\,496 : 64\,045 = 11.5 : 8 \\ 11.5 : 8 = 6253 : 4350. \end{array}$$

254  
255

If Continental eastbound steerage traffic via British ports had increased in the same proportion in which the total Continental eastbound steerage traffic of the Continental and British Lines has increased, the British Lines would have carried 6253 instead of 16969 eastbound Continental steerage passengers. The difference, *i. e.*, 10716 passengers they have taken from the Continental Lines and this number shall therefore be added to the total number of passengers forwarded by the N. D. L. V. during 1903

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*Petitioner's Exhibit 4*

for the purpose of fixing the share of Transat and N. D. L. V. in the Continental eastbound steerage business.

## ART. 2.

257

In case the number of eastbound Continental steerage passengers forwarded by Transat during a calendar year should remain below or exceed the share so allotted to her then she shall receive from or have to pay to the N. D. L. V., as the case may be, a compensation which shall be the same as the one in force between the N. D. L. V. Lines in the Eastbound steerage pool among themselves during that year.

## ART. 3.

POOL COVERING ITALIAN & ORIENTAL EASTBOUND  
STEERAGE BUSINESS.

With regard to Italian and Oriental eastbound steerage business the following has been agreed upon between the N. D. L. V., Transat and American Line:

258

A. The N. D. L. V. guarantee to Transat and to the American Line a certain share of the total Italian and Oriental business. These shares shall be computed as follows:

B. The share of the American Line in the eastbound Italian and Oriental steerage business shall compare with the share of Transat in this same business in the proportion of 25 : 75.

C. It shall be determined which share Transat and the American Line jointly, have had of the total

number of eastbound Italian and Oriental steerage passengers forwarded during the years 1901, 1902, 1903. This total number to comprise all the steerage passengers carried by the direct Italian Lines together with the number of eastbound Italian and Oriental steerage passengers carried during these years by Transat and American Line. The average share calculated over those three years so carried jointly by Transat and the America Line shall be sub-divided between those two in the ratio of 75 : 25. The shares thus obtained shall be the shares guaranteed by the N. D. L. V. to Transat and to the American Line. 260

Example	1901	1902	1903
Direct Lines	28 362	37 209	75 296
Transat	7 696	8 690	14 946
American Line	666	1 104	2 748

Total	36 724	47 003	92 990
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Grand Total: 176 717.

Total Transat and American Line 35 850 which means 20.28%.

These 20.28 per cent to be divided in the ratio of 75 to 25 gives 15.21 per cent for Transats share and 5.07 per cent for American Line's share. 261

#### ART. 4.

In case the number of eastbound Italian and Oriental steerage passengers forwarded by Transat during a calendar year should remain below or exceed the share so allotted to her she shall receive from or pay to the N. D. L. V. as the case may be a compensation of marks 40 for every passenger short or in excess of her share. The same applies to the American Line.

## ART. 5.

Transat and American Line agree to quote to Italian and Oriental points the same rates and to pay the same commissions as are being quoted and being paid by the North German Lloyd for its direct Mediterranean Twinscrew steamers, or by Hapag for its direct Mediterranean fast Twinscrew steamers. Should, however, the net rates of any of these two direct lines for the steamers mentioned, fall below \$28, neither Transat nor American Line shall be obliged to follow such reduction. In case Transat and American Lines do not follow such reduction, the compensation to be paid or to be received as the case may be, shall be 16 marks instead of 40 marks for the Line which does not follow such reduction.

## ART. 6.

If the American Line ceases taking eastbound Italian and Oriental steerage passengers to Cherbourg, it then becomes again purely a British Line eastbound, and would retire from this Agreement, resuming the same obligations and liberties as are enjoyed by all other British Lines parties to the steerage Agreement between British and N. D. L. V. Lines. In case the American Line ceases to take eastbound Italian and Oriental steerage passengers to Cherbourg, it shall inform the Secretary of the N. D. L. V. of such decision at once and it shall furthermore advertise its decision immediately in its steerage advertising matter issued in the U. S. A.

In case the American Line thus ceases taking Italian and Oriental steerage passengers direct to Cherbourg then Transat's share of the Italian and Oriental eastbound steerage traffic shall be the average



*Petitioner's Exhibit 4*

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of the proportions in which Transat has participated in the total of this traffic carried by the direct Italian Lines together with the number of eastbound Italian and Oriental steerage passengers carried by Transat and American Line calculated over the basis years 1901, 1902 & 1903.

## ART. 7.

Each passenger, adult, child or infant, carried is counted as one full person.

## ART. 8.

266

The Lines parties to this agreement shall furnish the Secretary of the N. D. L. V. with weekly statistics which will enable him to indicate by statistics to be made by him what the position of the different Lines in this eastbound Pool is.

## ART. 9.

All parties mutually agree that any disputes or claims between any of them, or between any one or more of them and the rest of them arising out of any alleged breach of this agreement shall be settled by arbitration. As Arbitrator shall act the Arbitrator of the N. D. L. V.

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## ART. 10.

This Contract is closed for one year; it shall commence on January 1st, 1904, and shall be continued thereafter from year to year unless three months previous notice, *i. e.*, before October 1st of each year is given by registered letter to the Secretary of the N. D. L. V.

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**Petitioner's Exhibit 5.**

## AGREEMENT G.

N. D. L. V. UND

CIE GEN. TRANSATLANTIQUE.

Between the

Hamburg-American Line,  
 Holland-America Line,  
 Norddeutscher Lloyd,  
 Red Star Line,

269 of the one part and the

Cie. Gén. Transatlantique

of the other part it has been agreed as follows:

## ART. 1.

The Lines above named shall divide amongst themselves their entire third class traffic from ports between Cronstadt and Bordeaux, both included, to ports in the United States of America and Canada.

## ART. 2.

270

As a basis for the fixing of the proportion of the Lines, parties to this agreement, the total number of third class passengers carried by these Lines to the United States and Canada during the years 1900, 1901 and 1902 is adopted. This number to include the number of Oriental passengers carried by the direct Mediterranean Lines of the parties to this agreement to the United States and Canada.

## ART. 3.

The procentual share of the Transatlantique is to be subdivided into passengers originating from Italy and the Orient and in those originating from other European countries, each to form a separate group.

## ART. 4.

If the number of passengers of each group actually carried by the Transatlantique in any one year exceeds the share allotted to her as prescribed in Articles 2 and 3 the Transatlantique shall pay to the other Lines 272

60 M. (sixty Marks) for each passenger originating in Italy and the Orient.

90 M. (ninety Marks) for each passenger originating in the other countries.

## ART. 5.

If the number of passengers actually carried by the Transatlantique does not reach the proportion allotted to her she shall receive from the other Lines parties to this agreement 273

60 M. (sixty Marks) for each passenger originating in Italy and the Orient.

90 M. (ninety Marks) for each passenger originating in the other countries.

## ART. 6.

Each passenger, adult, child or infant, carried is counted as one full person.

*Petitioner's Exhibit 5*

## ART. 7.

The Orient is understood to comprise Greece, Turkey and all Asia and Africa.

## ART. 8.

This contract has been concluded for a period of one year from the first of January, 1903, and will continue thereafter from six months to six months unless six months previous notice be given.

## ART. 9.

The parties undertake to immediately supply the Secretary of the Nordatlantischer Dampfer-Linien Verband, Mr. H. Peters at Jena with all data and information for properly drawing up a contract in due form.

## ART. 10.

276 The port of Havre is specially reserved both for freight and passenger business by direct line to and from the United States and Canada, to the Transatlantique. All other French Atlantic and Channel ports, with the exception of Cherbourg and Boulogne, will be also reserved to the Transatlantique, but only as far as passenger business by direct Line to and from the United States and Canada is concerned.

## ART. 11.

The Transatlantique binds herself not to call at any port between Cronstadt and French frontier, either for freight or passenger business, except with previous consent of the parties of the first part.

## ART. 12.

Passengers from Scandinavia and Finland shall not be considered in any way in this contract and the Transatlantique shall not engage passengers in these countries.

## ART. 13.

The service maintained by the Deutsche Levante Linie shall not be considered.

## ART. 14.

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This contract is subject to all the conditions incorporated in the N. D. L. V. Pool contract a copy of which the Secretary shall send to the Transatlantique.

gez. Vanden Toorn.

" Ch. Tattet.

" Ad. Storm.

" v. Helmolt.

" Ed. Strasser.

## AGREEMENT J.

## MEMORANDUM OF AGREEMENT

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made this ninth day of March, 1904, between the Canadian Pacific Railway Company, hereinafter called "the Company," of the First Part; and the Hamburg-Amerika Linie, Norddeutscher Lloyd, Holland-Amerika Line and Red Star Line, hereinafter called "the Continental Lines" of the Second Part.

Witnesseth as follows:

1. This agreement is made in consideration of the mutual promises and agreements herein contained and

is binding upon the successors and assigns of the parties hereto respectively and they respectively covenant and agree to perform the terms thereof.

281

2. It is the essence of this contract and is distinctly understood that the Company will not carry passengers of Continental nationality other than Scandinavian or Finnish by its own steamers or by any steamers in which it is interested sailing from ports in Great Britain or Ireland to ports in Canada or the United States. The Company undertakes to exercise all possible care to prevent any contravention of this clause and should the Continental Lines at any time require it the Company agrees to afford to the Secretary of the Continental Lines facilities for satisfying himself that there has been no contravention of this clause. If, in spite of measures adopted by the Canadian Pacific Railway for the above purpose any agents should succeed in shipping passengers of Continental nationality under false declaration by the Canadian Pacific Railway Company's Steamers from British ports, such passengers so shipped shall be advised to the other Lines parties to this agreement and be included in the share due to the Canadian Pacific Railway Company as per Clause 5.

282

3. The Company being about to establish a steamship service from Antwerp to Canadian Ports agrees to place its passenger business from the Continent of Europe (Scandinavia and Finland excepted) exclusively in the hands of the Continental Lines.

4. The Company agrees to establish and maintain during the continuance of this Agreement, a steamship service from Antwerp

**Petitioner's Exhibit 6.**

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MEDITERRANEAN STEERAGE-TRAFFIC  
AGREEMENT

OF FEBRUARY 8TH 1909.

Jena, 18th February 1909.

Between the below-named Groups of steamship-companies engaged in the transport of steerage passengers from Italy to North America and Canada and vice-versa, viz:

284

Group 1: Italia,

La Veloce,

Lloyd Italino,

Lloyd Sabauda,

Navigazine Generale Italiana &

Sicula Americana,

responsible jointly and separately, of the one part, and

Group 2: Anchor Line,

Fabre Line,

Hamburg-Amerika Linie,

Norddeutscher Lloyd &

White Star Line,

285

responsible jointly and separately, of the other part,  
the following contract has this day been concluded.

ARTICLE I.

The contract covers:

(a) Westbound: all steerage passengers, carried by the Lines parties to this contract, who embark in Mediterranean ports, and other ports called at later, for ports of North America and Canada, except for

*Petitioner's Exhibit 6*

passengers from Marseille, by the Fabre Line as otherwise provided for in Article No. 5.

(b) Eastbound: all steerage passengers, carried by the Lines parties to this contract, coming from ports of the United States and Canada, and landing in Mediterranean ports and other ports called at before.

It does not make any difference whether the above-named passengers be transported by steamers owned by the companies or by steamers leased or chartered or in any way controlled by them.

287 In case a party to this agreement charters a steamer from another party to this agreement only the Line in whose service the steamer is employed has to account for the passengers carried by such steamer.

## ARTICLE 2.

The participation of each of the Groups named at the beginning, of the entire traffic under this contract is fixed as follows:

	Westbound: Group 1	49.13%
	" 2	50.87%
288	Eastbound: Group 1	49.485%
	" 2	50.515%

## ARTICLE 3.

This participation is made under the assumption that each group, westbound as well as eastbound, will have at least 120 departures during the course of each twelve months.

Except that the first period shall be from 1st June 1909 to 30th June 1910, subsequent periods to be from 1st July one year to 30th June the next year and



the last period from 1st July until the agreement terminates, if it continues after 30th June, 1911. The number of sailings to vary proportionately during each competed period.

If westbound one of the Groups has less than 120 departures, then the proportion westbound of this Group will be reduced proportionately. This reduction to be divided between the two Groups in proportion to the number of sailings of each. No sailings over 120 effected by either Group to count in this division. The same takes place in the eastbound proportion when one of the Groups has less than 120 departures eastbound. 290

Steamers carrying steerage passengers to and from Italian ports only, to be counted.

#### ARTICLE 4.

All passengers forwarded in any intermediate class between steerage and cabin to be considered as steerage passengers and to be accounted for in the pool according to Article 2, also all cabin passengers westbound not having paid a cabinfare of at least liras 325.—(except lir. 300 by Anchor Line) or eastbound a cabinfare of at least \$65.—(except \$60 by Anchor Line). 291

The Anchor Line are accorded this privilege only for their present steamers.

Persons belonging to the management, to the staff or to the ships' crew of any one of the parties, when travelling free or at reduced rates, as also their wives and families shall not be accounted for under the Pool.

Bondable passengers, *i. e.*, passengers sent back by the United States government shall be withdrawn only eastwards. Eastbound passengers sent back by the au-

thorities in Europe can be withdrawn westbound. Such passengers will be treated in the same way, who westbound or eastbound are transported at the request of the government free or against indemnity for board.

#### ARTICLE 5.

293 Settlements under this contract are to be made separately for westbound and eastbound. Each twelve months shall form a distinct period in itself. The first period however to be from the 1st June 1909 to 30th June 1910, and subsequent periods to be from the 1st July one year until 30th June the next year, until the agreement terminates.

A Group carrying during a calendar year a number of steerage passengers exceeding its proportion as per Articles 2 and 3 shall pay for each excess passenger to the Group which forwards less than its proportion a compensation of lires 110.—.

294 The Group 1 Lines to have the right to carry up to one thousand (1000) military passengers (conscripts) eastbound on the order of the Italian consul for which they do not receive more than 85 Lires, for whom the compensation rate to be paid is fixed at 55 Lires.

The Fabre Line to have the right to carry up to one percent (1%) of the total percentual allotment westbound of the Group 2 Lines by their steamers from Marseille (either direct or calling at a Spanish port) to North America without accounting for them to the pool; any excess over 1% to be pooled.

#### ARTICLE 6.

It is understood that the compensation rate fixed in Article 5, also the statistics regarding the steerage-

traffic, are in all cases based upon the number of persons or souls, so that children and infants always count as full passengers in the sense of this present contract.

#### ARTICLE 7.

Provisional accounts are to be prepared for each month by the Secretary and to be sent by him to each of the interested steamship-lines. The Group which according to these accounts is in excess of its share must pay within a fortnight after receipt of the Secretary's notice the resulting compensation-sum according to the Secretary's directions. Each Group must give the Secretary the name of a party to conduct orders for payments, to receive payments or to make same.

296

Final settlements will be made at the end of each period as stipulated in Article 5 on the basis of a compensation account prepared by the Secretary comprising the whole period. Objections against this final account are to be made within four weeks, failing which the accounts shall stand. Final accounts must be rendered within twelve months from the termination of each period.

Objections to the correctness of the accounts form no release from the obligation to effect the provisional settlement prepared by the Secretary.

297

#### ARTICLE 8.

Each Group undertakes to arrange its services in such a manner that, eastbound and westbound, the number of steeragers which it actually carries corresponds as nearly as possible with the number allotted to it by this contract.

## ARTICLE 9.

For the purpose of the compilation of the monthly compensation accounts, all the Lines have to furnish to the Secretary every 7th, 15th, 23rd and last day of a month their statistics of the steeragers and also 2nd Cabin passengers carried by them in the week ending with these respective dates, mentioning the dates of sailing, the ports of departure and the destination of the steamers.

299 A fine of lires 100.— will be imposed upon any Line delaying the delivery of the statistics for more than three days.

The Secretary has to furnish to the Lines weekly the statistics of the passengers carried by each Line and monthly a statement (Art. 7) showing the position of the Groups versus each other. These monthly statements must be in the possession of the Lines not later than the 10th of the following month.

## ARTICLE 10.

300 In case the statistics furnished by the Secretary show that one of the two Groups has exceeded its proportion, this Group is obliged to adopt measures calculated to bring about a correct adjustment. Which steps are to be taken is left to the Group in question, but it is necessary for the Group to inform the Secretary of its intentions, 2 days before putting same into operation.

The other Group has to await what result the measures taken produce. Should it turn out that they do not produce the desired result, both Groups must come together and decide what other suitable measures are to be adopted.

## ARTICLE 11.

No Line has the right to alter its steerage fares or its steerage commission rates without having previously informed the Secretary, who in his turn has to wire same at once to the other Lines.

## ARTICLE 12.

The commission for second cabin in Europe must not exceed lires 25.— per adult. The sub-agents' commission for second cabin in America is fixed at \$3. An extra fee of \$1.— can be granted to General Agents in America. 302

## ARTICLE 13.

The maximum commission to sub-agents for west-bound steerage passengers is not to exceed lires 15.— per adult except for pool adjustment purposes. Each Line shall be at liberty to appoint a General-Emigration-Agent at Naples, Genoa and Palermo and one Head-Agent in Greece and any other country of the Orient, to whom an extra-commission of lires 5.— per adult and lires 2.50 per child may be paid both on cash and prepaid business handled by him. 303

## ARTICLE 14.

The prepaid rates in America shall as a rule be equivalent to the highest gross cash rate charged by the respective Line in Europe except for pool adjustment purposes (see Art. 10), and these are to be reckoned according to following scale, which is based in the parity  $\text{lit. } 5.20 = \$1.—$ :

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Lires	120.—	equal	\$	23.—
"	130.—	"	"	25.—
"	140.—	"	"	27.—
"	150.—	"	"	29.—
"	160.—	"	"	31.—
"	170.—	"	"	33.—
"	180.—	"	"	35.—
"	190.—	"	"	36 ½
"	200.—	"	"	38 ½
"	210.—	"	"	40.—
"	220.—	"	"	42.—
"	230.—	"	"	44.—
"	240.—	"	"	46.—
"	250.—	"	"	48.—

305

If for certain steamers especially high cash rates are fixed by the Italian Commissioner of Emigration, the Line or Lines in question shall be entitled to quote for the respective steamers a prepaid rate corresponding to the cash rate of their regular steamers, such rate, however must not be lower than the highest prepaid rate of the steamers of the other Group. The commission to be paid on prepaid tickets shall be fixed by the Mediterranean Conference at New York, but shall not be more than \$2.— per adult or \$1.— per child. An extra-commission of not exceeding \$1.— for each adult or 50 cents for each child may be paid to General-Agents in America and the names of all General-Agents receiving more than \$2.— commission shall be scheduled with the Secretary of the Mediterranean Conference in New York.

306

No prepaids shall be sold unless for cash and every ticket shall bear the date of sale, name of passenger, number of adults, children and infants and port of embarkation and debarkation. Prepaids on which the passenger's name has been replaced by another name are not to be honored.

*Petitioner's Exhibit 6*

307

On the 7th, 15th, 23rd and last day of each month the parties have to inform the Secretary under this agreement of the number of prepaids issued for them during the respecting week. The Secretary has to keep a statistic of these and send same weekly to all the Lines parties to this agreement.

## ARTICLE 15.

All steerage fares are from the Italian port of embarkation to the American port of debarkation or vice-versa. Passengers booked through to or from other places have to pay besides said fare the actual official tariff rate of the respective transportation undertaking by which the transportation takes place, and such fare must always be separately quoted and appear separately on the cash or prepaid ticket, except free transportation may be given between Newyork and Philadelphia and between Newyork and Boston as long as the Italian Government puts this obligation on any line. An exception to this is made in the case of passengers to and from Spain, the Azores, Greece, Africa and Asia, for which special rates shall be fixed from time to time.

308

## ARTICLE 16.

309

The commission to agents for American Inland transportation shall in no case exceed 5% on the amount of same. The agents must retain the whole commission for themselves and not give away the whole or part of it to passengers or anyone else.

All orders for Inland-transportation in America to be drawn on the representative at the respective port of debarkation of the steamship company by which the transportation takes place.

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*Petitioner's Exhibit 6*

No commission is to be paid on European inland transportation.

## ARTICLE 17.

The Lines having direct services from Italy bind themselves not to attempt to book Continental passengers westbound or eastbound and specially not to quote special rates or commissions for such business.

311

The indirect Continental Lines and indirect British Lines parties to this agreement, except the American and White Star Lines and Cie Gle Transatlantique Havre and Cherbourg services, undertake not to endeavour to book Italian steerage passengers westbound or eastbound by quoting special rates and/or Commission for such business. The same obligation refers to the other Lines of the Atlantic Conference except the Cunard Line. The parties to this agreement undertake not to give their consent to any special rates being quoted for Italian business.

Oriental passengers means passengers to or from Greece, Asia and Africa.

## ARTICLE 18.

312

The Lines belonging to the two Groups undertake not to issue any circulars or make any publications reflecting upon or instituting comparisons in any way unfavorable to another Line party to this contract, and no party hereto shall support any newspaper, by advertising therein or by any other means, which systematically attacks any Conference Line.

Every Line belonging to Group 1 or 2 shall send to the Secretary under this agreement any printed matter and circulars sent to agents in relation to the steerage or second cabin business, as soon as they appear and in so many copies that the Secretary can send one to each party.



## ARTICLE 19.

Each Line is responsible for any infraction of this contract on the part of their representatives, employees and agents.

A fine will be inflicted on agents guilty of an infraction of this contract, and in case of a repetition, the agent will be disqualified.

The agents of the Lines parties to this contract shall neither book passengers for any opposition Line, nor shall they be interested in same. In case of contravention they will be disqualified. The Lines mentioned in Article 31, with which special agreements exist are not looked upon as opposition Lines in the spirit of this contract. 314

## ARTICLE 20.

As a guarantee for the faithful performance of the conditions of this contract each Line of the two Groups shall deposit with the Secretary a bank guarantee amounting to Onehundredandtwentyfivethousand Lires (Lires 125,000.—). This guarantee may be given through the Banca Commerciale Italiana in Milan or any other bank recognized by the Lines. This guarantee is only payable on an order of payment signed by the Secretary and the Umpire of the Arbitrators who has pronounced the award. Unless claims for this guarantee have been presented to the Secretary, it becomes void at the end of 6 months after expiration of this present contract. 315

## ARTICLE 21.

The bank guarantee of the single Lines answers for the whole Group to which the Lines belong; so far as compensation payments are concerned. The total sum

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deposited by a Line shall be considered the amount of liquidated damages and thus entirely forfeited if such Line unduly withdraws from the present contract before its expiration, or if such Line resorts to actions which render the continuance of this present contract impossible, and which are therefore to be considered equivalent to a withdrawal from this present contract, as for instance, refusal to pay compensation money or failure to replenish the deposit in due time, or assisting directly or indirectly an existing or a new opposition Line, or starting or assisting a Line whereby the business as defined in Article 1 would be seriously interfered with.

317

## ARTICLE 22.

Penalties in case of contravention against or infraction of any stipulations of this contract shall be fixed by the Arbitrator, but in no case shall such penalties exceed the total amount deposited by the Line at fault.

The amount of the penalty to be in each case not less than lres 5000.— for each contravention or infraction, except as provided for in Article 9.

In case of the contravention or infraction being made wilfully and designedly, especially in case of any wilful or intentionally incorrect statement or declaration in respect to the statistics, the penalty shall not be less than lres 50000.—.

318

Unless the penalty be paid to the Secretary within 8 days after the Line concerned has received the relative award, the deposit will be drawn upon up to the amount of such penalty.

## ARTICLE 23.

In the event of a deposit of a single Line or of a Group having been dealt with, the same must within

*Petitioner's Exhibit 6*

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14 days after the day on which it has been so dealt with be replenished up to its original amount without a special request from the Secretary being necessary.

## ARTICLE 24.

Other Lines can be admitted to this present contract and the terms and conditions of the latter can be altered and new terms and conditions can be added thereto, but only by the unanimous vote of all the Lines in the contracting Groups.

All alterations and additions made in respect of this present contract to be valid and binding upon the Lines belonging to the Groups parties to this present contract only when all the Lines have given their written consent to such alterations and additions.

320

## ARTICLE 25.

The execution and control of the fulfilment of the stipulations of this present contract are confided to:

1. The Secretary,
2. The Delegates of the Lines,
3. The Arbitrator.

## ARTICLE 26.

321

The Secretary shall fulfill his duties in an unbiased manner. The Secretary shall be appointed by a majority of three quarters of the Lines and shall be dismissed at the request of four Lines.

Mr. H. Peters in Jena is appointed Secretary.

Amongst his duties are:

1. To receive the statistical statements, to examine the same as also the accounts, for which purpose the Secretary shall have access to the Passenger offices of

*Petitioner's Exhibit 6*

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the Lines and can there examine all books, correspondence etc., as far as he may deem it necessary.

2. To communicate the statistics and accounts to all the Lines concerned, and act as mediator in general in the transactions between the Lines themselves, as far as such transactions appertain to matters relative to this contract. The Secretary has also to control the steerage prices and commissions and to see that all Lines receive regularly and simultaneously all necessary information.

323

3. To collect the payment of the penalties.

4. To call the meetings of the Lines and to keep the minutes of these meetings.

5. To effect the compensation accounts.

It shall be the duty of the Secretary to use every exertion to settle difficulties amicably.

The Secretary's salary, the expenses for conferences and all others connected with the carrying out of this contract to be divided equally between the two groups parties to this contract.

## ARTICLE 27.

324

Meetings to be held if possible at least once each six months at dates and places to be agreed.

Special meetings shall take place within 21 days if the whole of one Group demands same, within 4 weeks if demanded by several Lines and within 5 weeks if demanded by not less than two Lines.

The subject or subjects to be dealt with in such meetings to be notified to the Secretary who shall inform all the parties concerned not less than 10 days before the date on which the meeting is to take place.

In such meetings the parties present shall form a quorum irrespective of the number, but only as far as

subjects are concerned which had been duly notified to all the Lines by the Secretary. Resolutions on subjects which were not on the agenda only become valid when unanimously agreed to by all the Lines.

Resolutions on subjects transmitted by the Secretary to the Lines can also be taken by a vote given in writing, provided no Line objects to such manner of voting.

The Delegates of the Lines to the Conferences must have full power to make binding arrangements on behalf of their Company and to sign for same.

Decisions to be taken by a majority of two thirds of the Lines except where otherwise provided for under this contract.

326

Each Line has a vote only on questions connected with the agreements to which it is party.

#### ARTICLE 28.

No communications in regard to transactions or resolutions concerning this contract shall be made to the press or any outside party without special and unanimous consent of all the Lines.

#### ARTICLE 29.

327

It is understood that no Line has in respect to this contract the right to summon any other Line before the judicial courts, but in cases differences cannot be settled amicably, each Line has the right to call for an award of the Arbitrator. Such appeal must be addressed to the Secretary by registered letter, and the Secretary is bound to communicate it within 3 days to every Line party to this contract and to request the disputing parties each to name an Arbitrator.

The two Arbitrators so appointed shall choose one of the below-named gentlemen as Umpire, viz:

*Petitioner's Exhibit 6*

Dr. jur. Hansen,  
Mr. Henry Wilding,  
Commendatore Weil.

In case they cannot agree upon the Umpire, then it shall be decided by lot.

Should either party fail to appoint an Arbitrator within 14 days after notice has been given then the one Arbitrator nominated by the other party has full power to act as sole Arbitrator and shall deal with the case forthwith.

329 The award of the Arbitrators is to be accompanied by a written argument setting forth the grounds upon which the award has been given, such award at the same time to determine the question as to the costs of the arbitration.

Before making the award the Arbitrators have to give both parties an opportunity of being heard. Should either of the parties fail to appear or to tender the required evidence, the Arbitrators shall decide upon the evidence submitted, whether *ex parte* or otherwise. But the manner in which they think proper to take the evidence of the parties and of the witnesses who may have to be heard, as also the modus which they adopt in ascertaining the facts of the matter at issue, are left entirely to their conscientious decision and it is expressly understood that they are not bound to the observance of the rules in operation in respect of any legal procedure.

330 The award of the Arbitrators takes the place and is equivalent to a legal judgment given by the highest instance of any law-court, against which all right of appeal is exhausted, and it is expressly understood that all the parties to this contract relinquish all and every right to employ against the award given any legal means of whatever name or description such legal means may be.

The Arbitrators shall, notwithstanding they have made and published an award, have power to reopen and reconsider the same and to hear further evidence and to make a fresh award, provided cause be shown satisfactory to them within one week after the award is first made, or if the Arbitrators see cause to extend the time, then within three weeks of the issue of the said award.

#### ARTICLE 30.

It is understood that in all cases in which resolutions have to be taken in respect to existing differences of opinion as to the terms and conditions of this present contract, as also in the case of all decisions to be given by the Arbitrators, not only the tenor but also more especially the spirit of this present contract has to be taken into consideration.

332

#### ARTICLE 31.

Special contracts shall be made with the following Lines:

a) with the American Line and White Star Line (English channel services), as also with the Compagnie Générale Transatlantique for the traffic in Italian and Oriental steerage passengers with their steamers via Havre and Cherbourg to ports of the United States or Canada and vice-versa.

333

b) with the Austro-Americana for the steerage traffic with their steamers between ports of United States or Canada and Mediterranean ports;

c) with the Compania Transatlántica Espanola for their traffic from the United States or Canada to Italy and vice-versa.

Each of the two Groups parties to this contract will bear its percentual share of the payments to be made or received under the contracts a) to c).

## ARTICLE 32.

335 The withdrawal of any Line from the present contract (see Art. 21) releases the other Lines from all obligations except from the obligation to pay the compensation accounts incurred under this contract up to the date of such withdrawal, unless the latter agree amongst themselves to continue the present contract under the same or under altered terms and conditions.

## ARTICLE 33.

The present contract has been concluded for the period from June 1st 1909 to June 30th 1911. After this date it shall continue from year to year unless notice be given by any Line on or before the 1st January in any year to terminate the agreement on the subsequent 30th June; such notice cannot be given before 1st January 1911.

Paris, 8th February 1909.

336	Hamburg-Amerika Linie	Signed pr. Dr. Murken.
	Norddeutscher Lloyd	signed Heineken.
	Anchor Line	signed C. A. Nicholl.
	White Star Line	signed p. A. B. Cauty.
	Cyp. Fabre & Co.	signed ppon Jules Guez.
	Navigazione Generale Italiana	} signed Paratore.
	Italia	
	Lloyd Italiano	
	Sicula Americana	
	La Veloce	} signed D. Brunelli.
	Lloyd Sabaudo	



**Petitioner's Exhibit 7.**

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## SPECIAL AGREEMENT B

between the

ITALIAN LINES

and the

CUNARD LINE

and the

AUSTRO AMERICANA.

Between the following Steamship Companies engaged in the transportation of steerage passengers from ports of the United States and Canada to Italy, namely:

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- A. Italia,  
La Veloce,  
Lloyd Italia,  
Lloyd Sabaudo,  
Navigazione Generale Italiana,  
Sicula Americana,  
Anchor Line,  
Fabre Line,  
Hamburg-Amerika Line,  
Norddeutscher Lloyd,  
White Star Line.

339

- B. Cunard Line (Mediterranean Service).

C. Austro Americana,  
the following contract has this day been concluded:

## ARTICLE I.

The contract shall cover all steerage passengers coming from ports of the United States and Canada and landing in Italian ports and ports called at before, whatever their destination may be.

## ARTICLE 2.

The direct Lines mentioned above under A guarantee of the entire traffic indicated in Article 1.

- |                             |         |
|-----------------------------|---------|
| (a) to the Cunard Line      | 4,41 %. |
| (b) to the Austro Americana | 2,53 %. |

## ARTICLE 3.

- 341 The shares stated in Article 2 are fixed in the assumption that the Cunard Line as well as the Austro Americana have at least 26 sailings yearly with steer-agers to Italy. Should one of these Lines have less than 26 departures, then the share of this Line as indicated in Article 2 will be decreased by 1/26 for each failing departure.

## ARTICLE 4.

- 342 Should the Lines mentioned above under B and C not attain their guaranteed share, the Lines under A shall pay to the Line which has not attained its proportion a compensation price of lires 110.—for each failing passenger (soul). On the other hand, if the Lines under B and C have carried a number of passengers exceeding their proportion, they will pay to the Lines under A lires 110.—for each excess passenger.

## ARTICLE 5.

For the rest the stipulations of the principal contract concluded between the Lines belonging to group A shall apply to the present contract.

## ARTICLE 6.

As a guarantee for the faithful performance of the stipulations of this contract the Cunard Line and the

Austro Americana shall deposit with the Secretary a bank guarantee amounting to lires 125,000. In the case of the other Lines parties to this contract the deposits made as per Article 20 of the principal contract answer also for the fulfilment of the present contract.

#### ARTICLE 7.

This contract has been concluded for the period from October 1st, 1908 to December 31st, 1909, and shall continue after this date from year to year unless one of the three parties gives notice of withdrawal three months before the termination of this period. 344

This present contract, however, ceases to exist on the day on which the principal contract concluded between the Lines under A expires.

346

**Petitioner's Exhibit 8.****SPECIAL AGREEMENT A**

between the

**ITALIAN LINES**

and

**COMPAGNIE GENERALE TRANSATLANTIQUE****AMERICAN LINE**

and

**WHITE STAR LINE.**

347

Jena, 18th February, 1909.

Between the following Steamship Companies engaged in the transportation of Italian and Oriental steerage passengers to North America and Canada and vice-versa, namely:

- A. Italia,  
La Veloce,  
Lloyd Italia,  
Lloyd Sabaudo,  
Navigazione Generale Italiana,  
Sicula Americana,  
Anchor Line,

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- Fabre Line,  
Hamburg-Amerika-Linie,  
Norddeutscher Lloyd &  
White Star Line.
- B. Compagnie Generale Transatlantique.
- C. American Line &  
White Star Line

the following contract has this day been concluded subject to the approval of the Lines, not represented and subject to an understanding being reached between the Cie. Gle. Transatlantique and the Continental Lines.

## ARTICLE I.

The contract shall cover  
westbound:

(a) All steerage passengers carried on steamers belonging to Lines parties to this Contract and the *Compagnia Trasatlantica Espanola* embarking in Italian and other ports called at later for ports of North America and Canada, whatever their nationality may be,

(b) All Italian and Oriental emigrants carried on steamers belonging to Lines parties to this contract embarking in Cherbourg and all Italian emigrants embarking at Harve for ports of the United States or Canada;

350

eastbound:

(a) All steerage passengers carried on steamers belonging to Lines parties to this Contract and on steamers of the *Cunard Line*, the *Austro Americana* and the *Cia. Trasatlántica Espanola* coming from ports of the United States and Canada and debarking in Italian ports and other ports called at before, whatever their destination may be,

(b) All Italian and Oriental steerage passengers landing in Cherbourg or Harve carried by steamers belonging to Lines parties to this Contract.

351

## ARTICLE 2.

The direct Lines mentioned above under A guarantee of the entire traffic indicated in Article 1

(a) westbound to the *Compagnie Générale Transatlantique* a proportion of 10.50% for their Italian business only,

*Petitioner's Exhibit 8*

(b) eastbound to the Compagnie Générale Transatlantique a proportion of 10.75% for both their Italian and Oriental business, to the American Line and to the White Star Line a proportion of.....%.

## ARTICLE 3.

Should the Lines mentioned above under B and C not attain their guaranteed share, then the Lines under A shall pay to the Line which has not attained its proportion a compensation price of lires 75.—for each failing passenger (soul). On the other hand, if the  
 353 Lines under B and C have carried a number of passengers exceeding their proportion they will pay to the Lines under A lires 75.—for each excess passenger.

## ARTICLE 4.

For the rest the stipulations of the principal contract concluded between the Lines belonging to Group A shall apply to the present contract.

American Line and White Star Line to be entitled to only one vote.

## ARTICLE 5.

As a guarantee for the faithful performance of the stipulations of this contract the Compagnie Générale Transatlantique shall deposit with the Secretary a bank guarantee amounting to lires 125,000,—. In the case of the other Lines parties to this contract the deposits made as per Article 20 of the principal contract answer also for the fulfilment of the present contract. The guarantee given by the White Star Line as per Article 20 of the principal contract answers at the same time for the fulfilment of this contract on the part of the American Line.  
 354

## ARTICLE 6.

This contract has been concluded for the period from 1st June, 1909 to 30th June, 1911, and shall

after this date continue from year to year unless one of the three parties gives notice of withdrawal three months before the termination of this period.

This present contract, however, ceases to exist on the day on which the principal contract concluded between the Lines under A expires.

#### ARTICLE 7.

In case the Italian license of the Cie. Gle. Transatlantique should be cancelled during the existence of this present Contract, the latter to be suspended so far as the Cie. Gle. Transatlantique is concerned, and the parties will try to come to an understanding on an other basis. 356

Cannes, December 12th, 1908.

Paris, February 6th, 1909.

Hamburg-Amerika Line

(Signed) Ad. Storm.

Norddeutscher Lloyd

(Signed) Wiegand.

White Star and American Lines

(Signed) I. Bruce Ismay.

Anchor Line

(Signed) A. C. F. Henderson.

Cie. Gle. Transatlantique

(Signed) Ch. Tattet. 357

Fabre Line

(Signed) Cyp. Fabre & Cie.

Navigazione Generale Italiana

Lloyd Italiano

Sieula Americana

(Signed) Crespi.

Italia

(Signed) T. Ferrari.

La Veloce

(Signed) D. Brunelli.

Lloyd Sabaudo

(Signed) Alesso. Cerruti di A.

358

**Petitioner's Exhibit 9-a.****ENGLISH TRANSLATION OF GERMAN EXHIBIT 9-B.**

Agreement N.

Agreement.

between the Nord-atlantischer Dampfer Linien Verband and the Austro-Americana.

Berlin, November 14, 1904.  
Hotel Continental.

359

It is today agreed between the Steamship Lines named Nordatlatischen Dampfer Linien Verband (North Atlantic Steamship Line Union) on the one side and the United Austrian Steamship Company, formerly the "Austro-Americana" and "Cosulich Brothers" also named "Austro-Americano" on the other side, as follows:

## I.

360

The Austro-Americana will receive as their share off Trieste and other Adriatic Ports, 4% of the entire steerage business which the Lines of the N. D. L. V. carry from North Sea and channel ports and which the Austro-Americana carries on their line, Trieste-New York, by Adriatic Ports to the United States and Canada, deducting the Italian and Oriental passengers of the Transatlantique. In this total steerage business will be included all passengers exceeding 32500, which the Cunard Line carries via Fuime and Trieste in any one year.

## 2.

The share of 4% is based on twenty-six sailings yearly. Should the Austro-Americana have less, their



share will be decreased by  $1/26$ th for each sailing missed.

3.

In this agreement all persons forwarded are considered as passengers, whether adults, children or infants, whether paid or free or at reduced rate.

4.

Should the Austro-Americana not reach their share as per 1 and 2, they will be paid for every short M. 100, by the lines of the N. D. L. V. exceed their share M. 100 must be paid to the Lines of the N. D. L. V. for every excess passenger forwarded.

362

5.

For purpose of calculation, the agreeing parties will furnish on the 7-15th, 23rd, and last of each month to the Secretary of the N. D. L. V. the figures of their carryings, also for statistical purposes, the number of second class passengers forwarded by them and the number of prepaids which come under this agreement sold during the week.

6.

363

The secretary of the N. D. L. V. is to furnish the parties weekly, with statistics of the passengers forwarded and a monthly account in which the standing of each party in the pool, will be shown. As soon as one of the parties owes M. 30,000 or over payment must be made within fourteen days of the advice which the secretary gives.

7.

passengers whom the Austro-Americana embarks  
Trieste to New York at non-Adriatic

364

*Petitioner's Exhibit 9-a.*

Ports—Excepting French ports—do not figure in the carrying percentage fixed as per paragraphs 1 and 2 unless they emanate from other countries than Italy, Greece, Turkey, Spain, Portugal, Asia or Africa.

8.

365 The steerage rate of the Austro-Americana must be the same as the lowest rate charged by the North German Lloyd, or the Hamburg Amerika Lines for their slow steamers, (Lloyd, Baltimore service H. A. L. P. steamers). If the case should arise that the Austro-Americana cannot reach their share they are to reduce their rate, (Against this Cunard can object as per clause, 23). If on the other hand they should exceed their share, they are not obliged to raise their rates above those mentioned above. A change in rate for steerage as well as second class is first to be advised to the Secretary. All rates are understood to be off ports. For any inland forwarding the regular tariff rates must be added to the ocean fares.

9.

366 Prepaid rates are to be based with European as follows

M 100	\$24.50
110	27.00
120	27.50
130	31.50
140	34.00
150	36.50
160	38.50
170	41.00
180	43.50

*Petitioner's Exhibit 9-a.*

367

The conversion will be made at the rate of M. O. 85 to Kr. 1.

## 10.

The Austro-Americana is bound not to pay anywhere a higher commission than that paid by the Lines of the N. D. L. V. The normal highest commission for steerage in Europe is M. 15 or Kr. 18. Commission on American Prepaids are fixed by the New York Conference.

## 11.

368

The second class rate of the Austro-Americana shall not be less than M. 200. Commission not more than M. 15 for Agents, not more than M. 10 for tourist Offices.

## 12.

The European agents dare sell American Inland forwarding only through the company on whose steamer the passengers are to be forwarded. Orders drawn on other companies or persons for American Rail will be taken up and the steamship Company's own order issued. The agent is responsible to the Company for the amount. Besides, he will be fined not less than M. 400. The amount of Commission to be paid agents is governed by Section 10, first clause.

369

## 13.

The parties in their advertising agree to make no unfavorable comparisons between themselves, to make no attacks in the newspapers, or to instigate or support any unfriendly suggestions.

*Petitioner's Exhibit 9-a.*

370

14.

The parties agree to send immediately after publication to the Pool Secretary, 12 copies of their prospectuses, circulars, sailing lists, etc.

15.

The parties agree that the Austro-Americana endeavors to secure its business out of Austria.

16.

371

Careless breaking of this agreement may be fined up to M. 1000, intentionally up to M. 10,000 for every single case.

17.

372

The Austro Americana pledges itself to establish no freight or passenger service of any kind between Bordeaux or ports north of Bordeaux and North America and Canada, or to have any interest direct or indirect in such a service. Single sailings for freight only will be allowed provided they do not enter into competition with the N. D. L. V. Lines. The N. D. L. V. Lines declare to have no intention of establishing lines from the Adriatic to North America or Canada. Should the N. D. L. V. on account of an existing or a competition about to arise, be compelled to establish such a line, then the Austro-Americana shall have the right to consider this agreement of no force as long as such a line is continued.

*Petitioner's Exhibit 9-a.*

373

18.

Differences of opinion which the parties cannot settle between themselves amicably are to be settled by arbitration. The person who acts as arbitration judge in the N. D. L. V. shall act as arbitrator. As soon as one of the parties demands arbitration, the arbitrator must have the whole matter laid before him within fourteen days.

19.

374

This agreement begins January 1st, 1905, and is valid until December 31st, 1909. The same shall after this term continue from year to year if notice that it is to be discontinued is not given before October 1st. In the period before January 1st, 1905, everything in this agreement is to be in force except the calculations in Sections 1, 2 and 4.

20.

The N. D. L. V. intends to take the Austro-Americana as a member of this union in all particulars and the Austro-Americana declares itself as agreeable to this. In this case, all the regulations with the exceptions in this agreement are to be strictly carried out.

375

21.

Regarding eastbound business, it is agreed that the Austro-Americana will assist in the Mediterranean business of the so-called Mediterranean Conference in New York, and the N. D. L. V. Lines pledge themselves that the Austro-Americana in this conference for eastbound steerage forwarding to Italy shall be

*Petitioner's Exhibit 9-a.*

376

entitled to use the rate of the cheapest conference steamer. This would have to be modified, if the Austro-Americana in course of time should see fit to put on larger and faster steamers. For passage to Adriatic ports, the Austro-Americana shall have until further notice an eastbound steerage rate, which is \$2.00 lower than that of the Cunard Line to the same ports, and not higher than the lowest eastbound rate of both German companies to German ports.

HAMBURG-AMERIKA LINE,

(Signed) Ballin.

NORDDEUTSCHEN LLOYD,

(Signed) Weigan.

377

HOLLAND-AMERIKA LINE,

(Signed) Reuchlin.

CAMP. GEN'L TRANS.,

(Signed) Ch. Tattet.

RED STAR LINE,

(Signed) Ed. Strasser.

VEREINIGTE OESTERREICH-

ISCHE SCHIFFFAHRTZ-ACT-

IEN-GESELLSCHAFT, former-

ly AUSTRO-AMERICANA and

FRATELLI COSULICH,

(Signed)

378

Dr. Schenker Augeren,

C. Cosulich.

**Petitioner's Exhibit 9-b.**

379

## AGREEMENT N.

N. D. L. V. &  
AUSTRO AMERICANA.Berlin, den 13 November, 1904.  
Hotel Continental.

## ZWISCHEN

den Dampfschiffslinien:  
fürderhin genannt:*Nordatlantischer Dampfer-Linien-Verband,*  
einerseits

380

und der *Vereinigten Oesterreichischen Schiffahrts-*  
*Actien-Gesellschaft, vormal's Austro-Americana und*  
*Gebr. Cosulich, weiterhin Austro-Americana* genannt,  
andererseits,

st heute folgender Vertrag abgeschlossen worden.

## § 1.

Die Austro-Americana erhält als Beförderungsanteil ab Triest und anderen adriatischen Häfen 4% (vier Procent) von der Gesamt-Zwischendecks-Passagier-Anzahl, welche die Linien des N. D. L. V. von Häfen der Nordsee und des Kanals und die Austro-Americana auf ihrer Linie Triest-Newyork ab adriatischen Häfen nach den Vereinigten Staaten und Canada befördern, abzüglich der italienischen und orientalischen Passagiere der Transatlantique. In die Gesamt-Zwischendecks-Passagierzahl werden eingerechnet diejenigen Passagiere, welche die Cunard Line über Fiume und Triest über die Ziffer von 32,500 hinaus in einem Rechnungsjahre befördert.

381

## § 2.

Der Beförderungsanteil von 4% ist auf eine Zahl von jährlich 26 Abfahrten begründet. Sollte die

*Petitioner's Exhibit 9-b*

382

Austro-Americana in einem Jahre weniger Abfahrten machen als 26, so verringert sich ihr Anteil für jede ausgefallene Abfahrt um  $1/26$ .

## § 3.

Als Passagier im Sinne dieses Vertrages gilt jede beförderte Person, gleichviel ob Erwachsene, Kinder oder Säuglinge, und gleichviel, ob als zahlender Passagier, oder unentgeltlich, oder ermässigt befördert.

## § 4.

383 Sollte die Austro-Americana den ihr laut §§ 1 und 2 zugestandenen Beförderungsanteil nicht erreichen, so erhält sie für jeden daran fehlenden Passagier von seitens der N. D. L. V. Linien eine Vergütung von M. 100—. Ueberschreitet sie dagegen ihren Beförderungsanteil, so hat sie an die N. D. L. V. Linien M. 100—für jeden darüber hinaus beförderten Passagier zu zahlen.

## § 5.

384 Zum Zwecke der Verrechnung geben die vertrags-schliessenden Parteien dem Secretair des N. D. L. V. am 7, 15, 23 und letzten jeden Monats die Zahlen der von ihnen beförderten Zwischendeckspassagiere auf, ebenso zum Zwecke der Statistik die Zahl der von ihnen beförderten II. Klasse-Passagiere und der von ihnen in der betreffenden Woche verkauften, unter diesen Vertrag fallenden Prepaids.

## § 6.

Der Secretair des N. D. L. V. hat die Parteien wöchentlich mit Statistiken der beförderten Passagiere zu versehen und monatlich eine Rechnung aufzumachen, aus welcher der Pool-Stand der Parteien hervorgeht. Sobald eine der Parteien M. 30,000—oder mehr schuldet, hat dieselbe innerhalb 14 Tagen nach



erfolgter Weisung des Secretairs die Ausgleichszahlung zu leisten.

§ 7.

Passagiere, welche die Austro-Americana auf der Fahrt von Triest nach Newyork in nicht adriatischen Häfen aufnimmt—französische Häfen ausgenommen—zählen nicht in den laut §§ 1 und 2 festgestellten Beförderungsanteil, es sei denn, dass dieselben aus anderen Ländern stammen, als aus Italien, Griechenland, Türkei, Spanien, Portugal, Asien oder Afrika.

§ 8.

386

Der Zwischendecks-Fahrpreis der Austro-Americana hat gleich dem niedrigsten Preise zu sein, den der Norddeutsche Lloyd oder die Hamburg-Amerika Linie für ihre langsamen Dampfer (Lloyd-Baltimore-Dienst, H.A.L. P-Dampfer) nehmen. Sollte aber der Fall eintreten, dass die Austro-Americana ihren Anteil nicht erreicht, so hat dieselbe ihren Preis zu ermässigen<sup>1)</sup>. Wenn sie dagegen ihren Anteil überschreitet, ist sie nicht verpflichtet, ihren Preis über den oben erwähnten Preis des Lloyd, bzw. der H.A.L. hinaus zu erhöhen. Von einer Preisänderung, sowohl für Zwischendeck wie für II. Klasse, ist vorher dem Secretair Mitteilung zu machen.

387

Aylle Fahrpreise verstehen sich ab Hafen. Für etwaige Inlandsbeförderung sind den Oceanraten die wirklichen tarifmässigen Beförderungspreise hinzuzurechnen.

§ 9.

Die amerikanischen Prepaid-Preise haben zu den europäischen Cassa-Preisen stets in folgendem Verhältniss zu stehen.

---

(1) Dagegen kann Cunard nach clause 23 Einspruch erheben.

*Petitioner's Exhibit 9-b*

M.	100	=	\$	24½
"	110	=	"	27
"	120	=	"	29½
"	130	=	"	31½
"	140	=	"	34
"	150	=	"	36½
"	160	=	"	38½
"	170	=	"	41
"	180	=	"	43½

Die Umrechnung wird zum Kurse M. 0,85 = Kr. 1.  
— vorgenommen.

## § 10.

Die Austro-Americana ist verpflichtet, in den verschiedenen Gebieten keine höhere Provision zu zahlen als die Linien des N. D. L. V. Normaler Weise beträgt die Höchst-Commission für 1/1 Zwischedeckspassagier in Europa M. 15.— oder Kr. 18.—. Für Commission auf in Amerika verkaufte Prepaids sind die Bestimmungen der Newyorker Conference massgebend.

## § 11.

Der II. Kajüte-Preis der Austro-Americana soll nicht weniger betragen, als M. 200, Provision nicht über M. 15 für Agenten, nicht über M. 10 für Reisebureaux.

## § 12.

Die europäischen Agenten der Parteien dürfen amerikanische Inlandbeförderung nur durch Vermittlung derjenigen Partei verkaufen, mit deren Schiffen die betreffenden Passagiere befördert werden. Auf andere Gesellschaften oder Personen ausgestellte Anweisungen für amerikanische Inlandbeförderung werden von den Parteien eingezogen und durch ihre eigenen ersetzt. Für den Betrag bleibt der Agent der Partei haftbar. Ausserdem trifft ihn eine Geldstrafe

von mindestens M. 400.—. Die Höhe der an Agenten zu vergütenden Commission wird durch § 10, erster Satz, geregelt.

§ 13.

Die Parteien verpflichten sich, in ihren Veröffentlichungen keine ungünstigen Vergleiche gegen einander vorzunehmen, oder Zeitungsangriffe, oder unfreundliche Veröffentlichungen direct oder indirect zu veranlassen, oder zu unterstützen.

§ 14.

Die Parteien verpflichten sich, von all ihren Pros- 392  
pecten, Circularen, Fahrplänen etc. 12 Exemplare dem Pool-Secretair gleich nach Erscheinen einzusenden.

§ 15.

Die Parteien erklären sich damit einverstanden, dass die Austro-Americana ihren Passagier-Verkehr tunlichst aus Oesterreich heranzuziehen sucht.

§ 16.

Fahrlässige Uebertretungen dieses Vertrages können mit Strafen bis zu M. 1000.— (tausend Mark) geahndet werden, absichtliche Uebertretungen dieses Vertrages mit Strafen bis zu M. 10,000.— (zehntausend Mark) für jeden einzelnen Fall. 393

§ 17.

Die Austro-Americana verpflichtet sich, keinerlei Fracht-oder Passagier-Verbindung einzurichten zwischen Bordeaux oder nördlich von Bordeaux gelegenen europäischen Häfen und Nordamerika oder Canada, noch sich an einer solchen direct oder indirect zu beteiligen. Einzelne, nur dem Frachtverkehr dienende Gelegenheitsfahrten jedoch sollen der Austro-Americana freistehen, sofern dieselben keine Konkurrenz bedeuten gegen N.D.L.V. Linien.

*Petitioner's Exhibit 9-b*

394

Die N.D.L.V. Linien erklären, nicht die Absicht zu haben, Linien vom adriatischen Meer nach Nordamerika oder Canada zu errichten. Sollten die N. D. L. V. Linien sich jedoch infolge einer bevorstehenden oder vorhandenen Konkurrenz einer asserhalb dieses Vertragesstehenden Partei genötigt sehen, eine solche Verbindung einzurichten, so soll der Austro-Americana das Recht zustehen, für die Dauer des Bestehens solcher Linie diesen Vertrag ausser Kraft zu setzen.

## § 18.

395 Meinungsverschiedenheiten über diesen Vertrag, über die die Parteien sich nicht gütlich zu einigen vermögen, sollen durch Schiedsspruch geregelt werden. Als Schiedsrichter soll diejenige Person fungieren, die das Schiedsrichteramt im N. D. L. V. ausübt. Sobald eine Partei Schiedsspruch verlangt, muss dem Schiedsrichter innerhalb 14 Tagen die betreffende Angelegenheit unterbreitet werden.

## § 19.

396 Dieser Vertrag tritt am 1. Januar 1905 in Kraft und hat Gültigkeit bis zum 31. December 1909. Derselbe soll nach diesem Termin von Jahr zu Jahr fortlaufen, wenn er nicht vor dem 1. October auf das Ende des betreffenden Jahres gekündigt wird. In der Zeit vor dem 1. Januar 1905 sollen alle Bestimmungen dieses Vertrages, mit Ausnahme der Verrechnung (§§ 1, 2 und 4) Gültigkeit haben.

## § 20.

Der N.D.L.V. behält sich vor, die Austro-Americana in vollem Umfange als Mitglied des Verbandes aufzunehmen und die Austro-American erklärt sich mit solchem Eintritt einverstanden. In solchem Falle sind die in diesem Vertrage vereinbarten Ausnahmebestimmungen aufrecht zu erhalten.

## § 21.

Mit Bezug auf das Eastbound-Geschäft ist vereinbart, dass die Austro-Americana für den Mittelmeer-Verkehr der sogenannten Mediterranean-Conference in Newyork beitrith, und verpflichten sich die N.D.L.V. Linien, dafür einzutreten, dass der Austro-Americana in dieser Conference für die Eastbound-Steerage-Beförderung nach Italien die Rate der billigsten Conference-Dampfer zugestanden wird. Diese Bestimmung würde zu modifizieren sein, falls die Austro-Americana im Laufe der Zeit Schiffe von grösserer Geschwindigkeit in Fahrt stellt. Für die Fahrt nach den adriatischen Hafen soll für die Austro-Americana eine Eastbound-Steerage-Rate bis auf weiteres festgesetzt werden, welche \$2.—biliger ist, als diejenige der Cunard Linie für die gleichen Häfen und nicht höher, als die niedrigste Eastbound-Rate der beiden deutschen Gesellschaften nach deutschen Häfen.

398

Hamburg-Amerika Linie  
gez. *Ballin*.

Norddeutscher Lloyd  
gez. *Wiegand*.

Holland-Amerika Linie  
gez. *Reuchlin*.

Compagnie Générale  
Transatlantique  
gez. *Ch. Tattet*.

Red Star Line

gez. *Ed. Strasser*.

Vereinigte Oesterreich-  
ische

Schiffahrts-Actien-Gesell-  
schaft vorm. Austro-  
Americana und Fra-  
telli Cosulich

gez. *Dr. Schenker-Anger-  
er*, gez. *C. Cosulich*.

399

**Petitioner's Exhibit 10.**

400

## AGREEMENT W

## AGREEMENT ON SECOND CLASS BUSINESS

Between the Allan Line—American Line—Anchor Line—Canadian Pacific Railway Co.—Cie. Générale Transatlantique—Cunard Line—Dominion Line—Donaldson Line—Hamburg-American Line—Holland-Amerika Lijn—Norddeutscher Lloyd—Red Star Line—White Star Line.

- 401 1. (a) Minimum Ocean Rates for Second Class Passengers. Eastbound and Westbound:

## RATES TO AND FROM ENGLAND.

- |     |  |        |
|-----|--|--------|
|     | 1. Lusitania, Mauretania .....               | £ 12.— |
|     | 2. Oceanic, Adriatic, Caronia, Carmania ..   | £ 11.— |
|     | 3. Campania, Lucania, Baltic, Celtic, Cedric | £ 10.— |
|     | 3. Empress of Britain and Empress of Ire-    |        |
|     | land .....                                   | £ 9.15 |
|     | 5. Majestic, Teutonic, all steamers American |        |
|     | Line Southampton Service, and Turbine        |        |
|     | Allan .....                                  | £ 9.10 |
| 402 | 6. Arabic, Saxonia, Ivernia, Republic, Otta- |        |
|     | wa, Umbria, Etruria, Merion, Haverford,      |        |
|     | Caledonia, Columbia, California, Canada,     |        |
|     | Grampian, Hesperian, Kensington, South-      |        |
|     | wark, Lake Erie, Lake Champlain, Cor-        |        |
|     | sican, Tunisian .....                        | £ 9.—  |
|     | 7. Athenia, Cassandra, Allan Line Steamers   |        |
|     | Ionian, Parisian & Pretorian when from       |        |
|     | Glasgow, Dominion, Vancouver, Lake           |        |
|     | Manitoba, Westmoreland, Noordland,           |        |
|     | Furnessia, Friesland, Allan Line Steamers    |        |
|     | Grampian and Hesperian, when in the          |        |
|     | Boston Glasgow service .....                 | £ 8.10 |

*Petitioner's Exhibit 10*

403

8. Allan's Glasgow Boston service, Allan's London service consisting of Corinthian, Sicilian, Parisian, Mongolian, Sadinian, Pomeranian, Allan's St. John's Halifax service and Astoria ..... £ 8.—

Passengers to and from Continental ports £ 1 more.

N. B. Majestic, Teutonic and American Line Southampton steamers to charge to and from Cherbourg ..... £ 11.—

## CONTINENTAL LINES' RATES.

404

	To and from Cont.	To and from Engl.	
1. Kronprinzessin Cecilie, Lloyd's Kaiser steamers, Deutschland..	£ 13.—	£ 12.—	
2. Provence, Amerika, Kas. Aug. Victoria .....	£ 12.—	£ 11.—	
3. Rotterdam, Prinz Fridrich Wilhelm, Lorraine, Savoie .....	£ 11.10	£ 10.10	
4. Touraine, Barbarossa Class, Moltke, Blücher, Gr. Kurfürst, Hamburg, Bremen, President Grant and Lincoln .....	£ 11.—	£ 10.—	405
5. Other steamers of Lloyd and Hamburg, Nieuw Amsterdam..	£ 10.10	£ 10.—	
6. Other steamers of Antwerp and Rotterdam .....	£ 10.—	£ 10.—	
Gascogne, Bretagne, Chicago ..	£ 10.—		
6a. Red Star Line's cattle steamers to Boston .....	£ 10.—		
7. Allan Line's Havre Service, newer steamers: Parisian, Sicilian, Corinthian .....	£ 10.—		

*Petitioner's Exhibit 10*

406

- older steamers: Mongolian, Sardinian, Pomperanian ..... £ 9.—  
 8. 'Florida, Caroline ..... £ 8.—

(b) The British rate for Continental Lines steamers only apply to those steamers calling at British Ports.

(c) New steamers to be rated as they come out on a similar basis. Such rating to be subject to revision by arbitration in case of difference of opinion arising.

407

(d) The above are minimum Ocean rates except that the present practice of providing passengers by United States Lines with third-class rail tickets between London and Liverpool for 10 s. additional is continued. The Glasgow lines may provide similar transportation between London and Glasgow for 25 s. additional, and the Canadian Lines, when sailing to Canadian Ports, are allowed to include the rail ticket to and from London in the Ocean fare.

Reserved for further consideration:

408

All British Lines to advertise and charge 20 s. more than the respective British Lines' rates, from and to all Continental Ports, and the said British Lines, rates to be the net rates off Eastcoast port for Scandinavian and Finnish passengers. No lower local rate than 20 s. between the Continent and Great Britain is to be charged or advertised not even in 3rd Class tariffs and advertisements.

(e) The rates named include free transportation between New York, Philadelphia and Boston.

(f) All contracts at reduced rates are to be tabled and not to be renewed and such contract passengers are not to be pooled.



(g) No round-trip rebate will be allowed except 5% on return portion by Glasgow Lines. Any of the Lines have the right to reopen the question of round trip rebate allowance after December 31st, 1908, on giving one month's notice but under no circumstances shall the rebate, if granted, exceed 10% on the amount of the return fare.

(h) Passengers not taking round-trip tickets are not to be allowed any reduction when taking their tickets for the return journey.

2. When any Service has more than one rate, the tickets both prepaid and cash, issued at the lower rates shall plainly state they are available only for the named steamers to which the lower rate applies, and the Companies undertake that they will not carry the holders of lower rated tickets by higher rated steamers unless they have been paid the difference in rate.

410

3. The minimum rates named above are understood to be gross per adult including commission.

4. Children of one year and under twelve years to be charged half fare. Children under twelve months one Pound.

5. Each Line is at liberty to fix its minimum west-bound cash or prepaid or eastbound rates, independently of each other, higher than provided for in this agreement.

411

6. All rates and commissions shall be converted into different currencies at the following rates of exchange: 1 s. = 1,25 fr. = 1 mark = \$ 0,25 = 0,60 Dutch guilder.

7. (a) No free passages or reductions shall be given to agents, press representatives or in recognition of advertisements, or to shippers, or brokers, or to anyone

*Petitioner's Exhibit 10*

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with the object of obtaining other passengers or business of any kind, the intention being that except that the principals of the different firms or Lines are at liberty to grant free passages to General Agents, Government Officials or other individuals on purely personal grounds, no free passages or reductions whatever shall be given.

413

(b) An exception shall be made in the case of steamers carrying livestock, which steamers are at liberty to convey men, when accompanying such livestock, and on the return journey, free of charge. An exception shall also be made in the case of Canadian steamers carrying charity children, which steamers are at liberty to convey the persons accompanying such charity children and on the return journey free of charge. Canadian Lines to table contracts now existing which provide for free transportation to conductors.

8. All official communications between the Lines must be made through the Secretary of the Northatlantic Passenger Conference or of the Nordatlantischer Dampfer-Linien-Verband.

414

9. Steamers carrying only second class passengers as distinguished from first class, must appear in all advertisements, circulars or other printed matter issued by the Lines as carrying second class passengers only, without any reference to such passengers enjoying so-called First Class or Saloon privileges. The spirit as well as the letter of this clause to be observed

10. Bicycles to be charged ten shillings; they must be crated. Dogs to be charged 40 s.

11. Commissions to agents on second cabin business shall be as follows:

(a) For tickets issued in America:

5% with a minimum of \$3 per adult for a single passage and \$6 per adult for round-trip passage. An extra commission of \$1 per adult for single passage and \$2 per adult for round-trip passage may be allowed to schedule general agents at the recognized general passenger agency points.

(b) For tickets issued in Europe:

(1) In Great Britain: the commission to any agent to be 5% with a minimum of 9 s. per adult for a single passage, and 18 s. per adult for round-trip ticket.

(2) On the Continent: The maximum to be 6% but each Line to be entitled to grant a minimum of fifteen (15) Marks on a single trip per adult. 416

(3) The General Agents of the Continental Lines at London and their ports of call are considered as Company's own offices.

(c) Tourist Offices:

(1) In Great Britain: shall under no circumstances receive more than 5% commission with a minimum of 9 s. per adult for a single passage, and 18 s. per adult for round-trip ticket.

(2) On the European Continent: not more than 10 s. per adult for a single passage, or 20 s. per adult for round-trip ticket. 417

(3) In the United States: 5% with a minimum of \$3 for adult for a single passage and \$5 per adult for round-trip ticket.

(d) Agents may be allowed 2 s. per ticket for exchanging Second Class prepaid or return tickets.

12. The commission includes telegraphic expenses of agents for securing berth, etc., and no refund or allowance shall be made for them.

*Petitioner's Exhibit 10*

418

13. This agreement shall take effect on February 10th 1908, and circulars and tariffs shall be issued and mailed not later than February 8th, 1908.

419

14. This agreement shall remain in force until 28th February 1911, but any Line wishing for a revision of the rates can ask for same by giving 3 months notice. Such notice not to be given before 1st January, 1909. Failing revision being granted the Line may then appeal to the Arbitrator (Mr. Henry Wilding) whose decision shall be final. This agreement is after the 28th February, 1911, to be continued year by year unless notice of retirement be given to the Secretary not later than on the 1st of December; such notice however not to be given before 1st December, 1910.

15. The Mediterranean services of the Lines parties to this agreement are excepted from the operation of this agreement.

16. All parties mutually agree that any disputes or claims between any of them or between any one or more of them and the rest of them arising out of any alleged breach of this agreement shall be settled by arbitration as follows:

420

(a) Arbitration proceedings in Europe shall take place in London.

(b) Notice in writing of intention to prefer a claim shall be given, in reasonable time, to the party complained of, signed by, or on behalf of the complaining party, and stating the nature and also particulars of the claim. Such notice shall as to any party hereto be deemed properly served if sent by post prepaid in registered letter, duly addressed to the principal office in England of such British Line, and to the principal office on the Continent of such N. D. L. V. Line, and shall be deemed to have been delivered in the ordinary course of post.

(c) Unless the disputing parties mutually agree to the appointment of a single Arbitrator within 14 days from the date of the aforesaid notice, each party shall without delay, appoint in writing an Arbitrator to act on his behalf, and the two Arbitrators so chosen, shall appoint an Umpire.

(d) Should either of the parties fail to appoint an Arbitrator within twenty-one days after notice of the intended reference has been given and for seven days after service upon him or them of notice in writing by the other disputing party or parties appointing his or their Arbitrator, then the one Arbitrator who has been chosen may if so required by the party or parties who appointed him proceed to act as sole Arbitrator in the reference, whether the party failing to appoint an Arbitrator appear before him or not, and the decision of such sole Arbitrator shall be final and binding. 422

(e) The Arbitrator or Arbitrators shall alone have power to determine whether any claim preferred comes within the terms of this Agreement, and also as to which of the parties shall pay the costs of the reference.

(f) The Arbitrator or Arbitrators shall take into consideration whether from the circumstances disclosed it appears that proved breaches are isolated offences, or whether they are incidents in a systematic violation of this Agreement, and shall impose penalties accordingly. 423

(g) The fine or damages for breach of this Agreement by any party hereto shall not be less than £ 50, nor more than £ 500 sterling, or the equivalent for each breach, and for breach by any agent the fine or damages shall not be less than 5 £ nor more than £ 100.

## Petitioner's Exhibit 10

424

(h) Any fine imposed on any party hereto shall be payable within ten days from the date of the notification of the award. In case of an Agent failing duly to pay the amount of any fine he shall *ipso facto* be disqualified from acting in any capacity for any party to this Agreement and each party hereto undertakes not to employ him, and if continued as Agent by any party hereto or re-instated without the consent of all parties hereto during the continuance of this Agreement it shall constitute a breach hereof by the party employing or re-instating him.

425

Each party hereto agrees that the amount of any fines or damages to be imposed upon him or them by the Arbitrator or Arbitrators as above provided shall be treated as the liquidated and ascertained damage for the breach of this Agreement complained of and not in the nature of a penalty or under any circumstances be regarded otherwise than as the true and ascertained damages resulting from the breach and each party hereby irrevocably declares him finally stopped from raising any contrary contention.

426

(i) The Arbitrator or Arbitrators shall notwithstanding they may have made and published an Award have power to re-open and reconsider the same and to hear further evidence and to make a fresh Award, provided cause be shown satisfactory to him or them within one week after the Award is first made and published, or if the Arbitrator or Arbitrators see cause to extend the time, then within three weeks of the issue and publication of the said Award.

(j) For the purpose of proceeding either legally or by Arbitration this contract shall be deemed to be made in England and to be performed there, and any disputes arising hereunder shall be settled according to the law of England, wherever the domicile residence or

office of business of the parties to this Agreement may be or become.

(k) All and singular the provisions of the Arbitration Act, 1889, or any statutory modification or amendment thereof for the time being in force shall be applicable to any Arbitration hereunder.

London, 5th February, 1908.

Hamburg Amerika Linie (signed) Ballin.  
For the Allan Line Steamship Co. Ltd.

(signed) Henry Allan.  
For the Anchor Line (Henderson Bros.) Ltd.

(signed) Richard Henderson. 428  
For the Canadian Pacific Railway Co.  
and Atlantic Steamship Lines

(signed) Allan Cameron.  
Norddeutscher Lloyd (signed) Heineken.  
For the J. M. M. Co. (Signed) J. Bruce Ismay.  
For the Cunard St. Co. Ltd. (signed) William Watson.  
For Holland America Line (signed) Reuchlin.  
Donaldson Brothers (signed) per S. Smith Moncur.  
Cie. Gl. Transatlantique (signed) Ch. Tattet.  
Red Star Line (signed) Ed. Strasser.

#### APPENDIX I.

#### Agreement W.

To the Canadian Pacific Railway Co. the right has been conceded to pay rail fares of 1st & 2nd Class passengers westbound and 1st & 2nd & 3rd Class Eastbound between Quebec and Montreal so long as the steamers named do not proceed beyond Quebec, and so long as other Canadia Lines' vessels proceed to Montreal and land their 1st and 2nd Class passengers there. The Allan and Dominion Lines to also have the privilege of providing free rail orders between

*Petitioner's Exhibit 10*

430

Quebec and Montreal to First and Second class passengers when desired.

It is understood and agreed that, as all Canadian Lines are compelled by Government regulations to land all third class passengers at Quebec, the concession will not apply to third class business Wesbound, for which the C.P.R. will continue to charge the actual rail fare from Quebec to Montreal in addition to the agreement ocean fare) the same as other Canadian Lines do and always have done.

(Agreed upon April 28th, 1908).

431

## AGREEMENT W.

## Appendix II.

## Amendment to Appendix I:

The Canadian Lines to have the right to give free transportation to first and second class passengers between Quebec and Montreal, in the case of steamers landing or embarking passengers at Quebec.

## Amendment to Clause 10 to read:

Bicycles shall be charged ten Shillings each; they must be crated. Dogs to be charged not less than 40 Shillings each. Motor cars to be charged for at current freight rates. No commission to be paid on such charges in future.

432

(Agreed upon at Paris, August 7th, 1908.)

Jena, August 12th, 1908.



**Petitioner's Exhibit 11.**

433

**AGREEMENT V.****AGREEMENT ON FIRST CLASS BUSINESS.**

Between the Allan Line — American Line — Anchor Line — Atlantic Transport Line — Canadian Pacific Railway Co. — Cie Générale Transatlantique — Cunard Line — Dominion Line — Hamburg American Line — Holland Amerika Lijn — Leyland Line — Norddeutscher Lloyd — Red Star Line — White Star Line.

1. Minimum Ocean Rates for First Class Passengers, Eastboard and Westbound: 434

**Schedule for North Atlantic Business.**

1. Lusitania, Mauretania .....	£ 25.10	
2. Kaiser Wilhelm II., Kronprinzessin Cecilie .....	£ 24.10	
3. Kronprinz, Kaiser Wilhelm d. Gr., Deutschland .....	£ 24.—	
4. Adriatic, Kais. Aug. Victoria, Amerika (Kais. Aug. Victoria and Amerika without food £ 3 less) .....	£ 22.10	
5. La Provence, Oceanic .....	£ 21.10	435
6. Rotterdam .....	£ 21.—	
7. Lucania, Campania .....	£ 20.10	
8. Carmania, Caronia, Lorraine, Savoie, Baltic, Cedric, Celtic, Prinz Friedrich Wil- helm .....	£ 19.10	
9. Moltke, Blücher, Grosser Kurfürst, Nieuw Amsterdam, Majestic, Teutonic, St. Paul, St. Louis, New York, Philadelphia ..	£ 18.10	
10. Empress of Britain and Empress of Ireland .....	£ 18.—	

*Petitioner's Exhibit II*

436

11. Victorian, Virginian, Touraine, Hamburg, Bremen, Barbarossa, König Albert, Friedrich d. Gr., Königin Luise, Prinzess Irene, Prinzess Alice, President Grant and President Lincoln ..... £ 17.10

12. Umbria, Etruria, Saxonia, Ivernia, Arabic, Republic, Minneapolis, Minnehaha, Minnetonka, Vaderland, Zeeland, Finland, Kroonland, Patricia, Pretoria, Pennsylvania, Graf Waldersee, Lloyd's Feldherren Class, Noordam, Rijndam, Potsdam, Statendam ..... £ 16.10

437

13. Grampian, Hesperian (when from Liverpool), Tunisian, Corsican, Gascogne, Bretagne, Champagne, Cymric, Canada .... £ 15.10

14. Caledonia, Columbia, Cymric (when carrying cattle), Lake Manitoba, Dominion £ 14.10

15. California, Grampian, Hesperian (when from Glasgow), Leyland Line, other Atlantic Transport Line steamers ..... £ 13.10

16. Ionian, Parisian, Furnessia, Pretorian, Allan Line, Liverpool-St. Johns, Halifax Service ..... £ 12.10

438

Allan Line will charge £ 2 higher from Liverpool for Ionian, Parisian and Pretorian.

New steamers to be rated as they come out on a similar basis. Such rating to be subject to revision by arbitration in case of difference of opinion arising.

2. Servants accompanying first class passengers must pay not less than £ 2 below the minimum first class rate by the steamer on which they travel, with a maximum of £ 15.—if they have access to the first Saloon accommodation. It is understood that the rate for servants must not be below the second cabin rate by the same steamer.

3. Children of one year and under ten years pay half fare, children under twelve months pay £ 1.

4. The minimum rates stipulated in Clause 1 are understood to be gross per adult including commission.

5 (a) The foregoing minimum rates to be in force all the year round, except that the Canadian Lines are entitled to charge £ 1.10.— less during the winter season when the St. Lawrence Ports are closed. These reduced rates however are only good for transportation to St. John, Halifax and Portland, and must not include transportation to Quebec and Montreal.

440

(b) The Anchor Line also wish to reserve the question of participating in this arrangement to the extent of £ 1 during the same period.

6. The Companies undertake that they will not carry the holders of lower rated tickets by higher rated steamers, unless they have been paid the difference in fare, except in case of force majeure or if compelled by law.

7. Through booked passengers must pay in addition to the Ocean fare the actual official tariff rate of the transportation companies by which the transporation takes place.

441

8. Each line is at liberty to fix its minimum West-bound cash or prepaid or Eastbound rate independently of each other higher than provided for in this agreement.

9. All rates and commissions shall be converted into the different currencies at the following rates of exchange: 1 s = 1 mark = 1.25 fr. = \$0.25 = 0.60 Dutch guilder.

10 (a) No rebate to be allowed on first class return tickets except that the Anchor Line and the Allan

*Petitioner's Exhibit 11*

442

Line have the right to reopen the question of round-trip rebate after Dec. 31st, 1908, and if no satisfactory settlement can be arrived at, they may revert to the 10% rebate off the return portion of the fare, the other Lines to have the same privilege. The Anchor Line and/or Allan Line to give one month's notice of their intention to raise this question.

(b) Passengers not taking round trip tickets are not to be allowed any reduction when taking their tickets for the return journey.

443

11 (a) No free passes or reductions shall be given to agents, press representatives, shippers, or brokers, or to anyone with the object of obtaining other passengers or business of any kind, or in recognition of advertisements in any way, the intention being that except that the principals of the different firms or lines are at liberty to grant free passes or reductions to Government officials, scheduled General Agents or to other individuals on purely personal grounds, no free passes or reductions whatever shall be given.

444

(b) An exception shall be made in the case of steamers carrying live stock, which steamers are at liberty to convey men when accompanying such live stock and on the return journey free of charge. An exception shall also be made in the case of Canadian steamers carrying charity children, which steamers are at liberty to convey the persons accompanying such charity children and on the return journey free of charge. Canadian Lines to table contracts now existing which provide for free transportation to conductors.

12. Bicycles shall be charged ten Shillings each; they must be crated. Dogs to be charged not less than 40 Shillings each. Motor cars to be charged for

*Petitioner's Exhibit 11*

445

at current freight rates. — No commission to be paid on such charges in future.

13. The commissions to agents on first cabin business shall be as follows:

(a) For tickets issued in America:

Not more than 5% of the passage money with a minimum of \$4 per adult for a single passage and \$8 for a round trip passage except in the case of scheduled General agents, who are nonsalaried, to whom an extra commission of 2 1/2% of the gross amount of the passage money may be paid.

446

(b) For tickets issued in Europe:

(1) In Great Britain and Scandinavia not more than 5% of the passage money, except 7 1/2% to agents in London (see Clause 14).

(2) On the Continent not more than 7 1/2% of the passage money to general agents or to agents in Paris (see Clause 14) and not more than 5% to tourist offices, bankers, and agents doing only cabin business. Such agents in the cabin and steerage business who have their own subagents organization are considered as General agents. It is agreed that such General agents cannot pay to their subagents more than 5% commission.

447

(3) Tourist Offices shall under no circumstances and in no country receive more than 5% commission.

(c) Names of agents receiving more than 5% commission to be reported to the Secretaries of the respective conferences who are to keep lists of same and circulate the lists amongst all the parties.

(d) Agents may be allowed 3 Shillings per ticket for exchanging prepaid or return tickets.

14. (a) Each Line shall not have more than two offices in London (Westend und City) for First Class business, and two each in Paris and Berlin for its own account or conducted by an agent or by agents receiving 7 1/2% commission (Clause 13), and one office for its own account in any other place, which offices or agents are at liberty to pay to subagents or brokers a commission not exceeding 5% of the passage money. The above restriction for Paris does not refer to the Cie. Générale Transatlantique.

449 (b) The question of opening offices in New York uptown is reserved.

15. The commission includes telegraphic expenses of agents for securing berths, etc., and no refund or allowance shall be made for them.

16. This agreement shall take effect February 10th, 1908, and circulars and tariffs shall be issued and mailed not later than February 8th, 1908.

450 17. This agreement shall remain in force until 28th February, 1911, but any Line wishing for a revision of the rates can ask for same by giving three months' notice. Such notice not to be given before 1st January, 1909. Failing revision being granted the Line may then appeal to the arbitrator (Mr. Henry Wilding) whose decision shall be final. This agreement is after the 28th February, 1911, to be continued year by year unless notice of retirement be given to the Secretary not later than on the 1st of December; such notice however not to be given before 1st December, 1910.

18. All official communications between the Lines must be made through the Secretary of the North Atlantic Passenger Conference, or of the Nordatlantischer Dampferlinien Verband.

*Petitioner's Exhibit II*

451

19. Steamers carrying only 2nd class passengers, as distinguished from 1st class, must appear in all advertisements, circulars or other printed matter, issued by the line, as carrying 2nd class passengers only, without any reference to such passengers enjoying so-called Saloon Privileges. The spirit as well as the letter of this clause to be observed.

20. All parties mutually agree that any disputes or claims between any of them or between any one or more of them and the rest of them arising out of any alleged breach of this agreement shall be settled by arbitration, as follows:

452

(a) Arbitration proceedings in Europe shall take place at London.

(b) Notice in writing of intention to prefer a claim shall be given, in reasonable time, to the party complained of, signed by, or on behalf of the complaining party, and stating the nature and also particulars of the claim. Such notice shall as to any party hereto be deemed properly served if sent by post prepaid in registered letter, duly addressed to the principal office in England of such British Line, and to the principal office on the Continent of such N. D. L. V. Line, and shall be deemed to have been delivered in the ordinary course of post.

453

(c) Unless the disputing parties mutually agree to the appointment of a single Arbitrator within 14 days from the date of the aforesaid notice, each party shall without delay, appoint in writing an Arbitrator to act on his behalf, and the two Arbitrators so chosen, shall appoint an Umpire.

(d) Should either of the parties fail to appoint an Arbitrator within twenty-one days after notice of the intended reference has been given and for seven days

*Petitioner's Exhibit 11*

454

after service upon him or them of notice in writing by the other disputing party or parties appointing his or their Arbitrator, then the one Arbitrator who has been chosen may, if so required by the party or parties who appointed him, proceed to act as sole Arbitrator in the reference, whether the party failing to appoint an Arbitrator appear before him or not, and the decision of such sole Arbitrator shall be final and binding.

455

(e) The Arbitrator or Arbitrators shall alone have power to determine whether any claim preferred comes within the terms of this Agreement, and also as to which of the parties shall pay the costs of the reference.

(f) The Arbitrator or Arbitrators shall take into consideration whether from the circumstances disclosed it appears that proved breaches are isolated offenses, or whether they are incidents in a systematic violation of this Agreement, and shall impose penalties accordingly.

456

(g) The fine or damages for breach of this Agreement by any party hereto shall not be less than £ 50, nor more than £ 500 sterling, or the equivalent, for each breach, and for breach by any agent the fine or damages shall not be less than £ 5 nor more than £ 100.

(h) Any fine imposed on any party hereto shall be payable within ten days from the date of the notification of the award. In case of an agent failing duly to pay the amount of any fine he shall *ipso facto* be disqualified from acting in any capacity for any party to this Agreement and each party hereto undertakes not to employ him, and if continued as Agent by any party hereto or reinstated without the consent of all



*Petitioner's Exhibit 11*

457

parties hereto during the continuance of this Agreement it shall constitute a breach hereof by the party employing or reinstating him.

Each party hereto agrees that the amount of any fines or damages to be imposed upon him or them by the Arbitrator or Arbitrators as above provided shall be treated as the liquidated and ascertained damage for the breach of this Agreement complained of and not in the nature of a penalty or under any circumstances be regarded otherwise than as the true and ascertained damages resulting from the breach and each party hereby irrevocably declares him finally stopped from raising any contrary contention. 458

(i) The Arbitrator or Arbitrators shall notwithstanding they may have made and published an Award have power to reopen and reconsider the same and to hear further evidence and to make a fresh Award provided cause be shown satisfactory to him or them within one week after the Award is first made and published, or if the Arbitrator or Arbitrators see cause to extend the time, then within three weeks of the issue and publication of the said Award.

(j) For the purpose of proceeding either legally or by Arbitration this contract shall be deemed to be made in England and to be performed there, and any disputes arising hereunder shall be settled according to the law of England, wherever the domicile residence or office of business of the parties to this Agreement may be or become. 459

(k) All and singular the provisions of the Arbitration Act, 1889, or any statutory modification or amendment thereof for the time being in force shall be applicable to any Arbitration hereunder.

*Petitioner's Exhibit 11*

460

21. The Mediterranean Services of the Lines parties to this agreement are excepted from the operation of this agreement.

London, 5th February, 1908.

For the Allan Line Steamship Coy., Ltd.,  
(signed) Henry Allan.

For the Anchor Line (Henderson Bros.) Ltd.,  
(signed) Richard Henderson.

For the Canadian Pacific Railway Co.,  
(Atlantic Steamship Lines)  
(signed) Allan Cameron.

461

For the Cunard S. S. Co., Ltd.,  
(signed) William Watson.

Hamburg-Amerika Linie,  
(signed) Ballin.

For the Holland-America Line,  
(signed) Reuchlin.

For the I. M. M. Co.,  
(signed) J. Bruce Ismay.

Norddeutscher Lloyd,  
(signed) Heineken.

Red Star Line,  
(signed) Ed. Strasser.

Cie. Gel. Transatlantique,  
(signed) Ch. Tattet.

462

## APPENDIX I.

## AGREEMENT V.

(a) To the Canadian Pacific Railway Co. the right has been conceded to pay rail fares of 1st & 2nd Class passengers Westbound and 1st & 2nd & 3rd Class Eastbound between Quebec and Montreal so long as the steamers named do not proceed beyond Quebec, and so long as other Canadian Lines vessels proceed to Montreal and land their 1st and 2nd Class pas-

sengers there. The Allan and Dominion Lines to also have the privilege of providing free rail orders between Quebec and Montreal to First and Second Class passengers when desired.

(b) It is understood and agreed that, as all Canadian Lines are compelled by Government regulations to land all third class passengers at Quebec, the concession will not apply to third class business Westbound, for which the C. P. R. will continue to charge the actual rail fare from Quebec to Montreal (in addition to the agreement ocean fare) the same as other Canadian Lines do and always have done.

464

(Agreed upon April 28th, 1908.)

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## APPENDIX II.

### AGREEMENT V.

#### FIRST CABIN BUSINESS.

It is suggested that the following seasons apply in the North Atlantic traffic for First Class business:

465

Eastbound May 1st to July 15th.

Westbound August 1st to October 15th.

during which periods the full Summer Schedule shall be advertised.

Any line which advertises a higher Summer Schedule for first class business agrees to advertise same as effective eastbound May 1st to July 15th and Westbound August 1st to Oct. 15th.

Agreed.

The Cunard Steamship Co., Ltd.,  
(signed) A. D. Mearns.

466

*Petitioner's Exhibit 11*

Hamburg-Amerika Linie,  
     (signed) J. P. Meyer.  
 Holland-Amerika Lijn,  
     (signed) J. G. v. Reuchlin.  
 I. M. M. Co.,  
     (signed) Harold A. Sanderson.  
 Norddeutscher Lloyd,  
     (signed) Heineken.  
 Red Star Line,  
     (signed) Harold A. Sanderson.

467

## APPENDIX III.

## AGREEMENT V.

## Amendment to Appendix I:

The Canadian Lines to have the right to give free transportation to first and second class passengers between Quebec and Montreal, in the case of steamers landing or embarking passengers at Quebec.

(Agreed upon at Paris, August 7th, 1908.)

Jena, August 12th, 1908.

468

**Petitioner's Exhibit 12-a.**

469

## II.

## RESOLUTIONS.

North Atlantic Steamship Lines Combine.

RESOLUTIONS 801 - 912.

Revised at the Conference in Paris, January 29th,  
1909.

Jena, February 12th, 1909.

North Atlantic Steamship Lines Combine.

470

Page 3.

801. (665) The agreement of January 19th, 1892, is extended from January 1st, 1909, to December 31st, 1909, with the exception of Articles 3 - 8, inclusive, and those parts in Articles I, II and 16, which refer to tonnage, which are cancelled.

802. (666) The Resolutions 1 - 800 are cancelled.

803-a. (667) The furnishing of a security is discontinued. The bond which is deposited with the Secretary by the parties in place of such security remains in force. The bond is part of the agreement.

471

b. The discontinuance of the bond does, however, not interfere with the arrangement that the parties are no longer responsible above the amount of the bond, which is mentioned for each in the agreement, however, the obligation for compensation moneys which are due shall not be limited by the extent of the bond amount.

c. The balance payments which will be determined by the accountings, are to be paid monthly, according to the direction of the Secretary. The payments

of the plus parties are distributed to the minus parties *pro rata* of their deficit.

804. (668) In Articles 1 and 11 there are put in place of "Articles 3 to 8" the words "Resolution 805."

805. (669) The westbound portions of the parties are, during the continuance of agreement G, as follows<sup>1</sup>:

	Hamburgh-American Line	31.38%
	Holland-American Line	10.61%
	North German Lloyd	42.46%
473	Red Star Line	15.55%

806. (670) The westbound compensation price for the year 1909 amounts to 110 marks.

807. (671) No party can be forced to place its steerage price (exclusive of American head charge) at more than 160 marks for express steamers, and 140 marks for other steamers. If it does this voluntarily, the party can, at any time, and under all conditions, go back to these rates.

808. (672) No party can be forced to suspend even temporarily, for purposes of equalization, the acceptance or transportation of passengers.

809. (673) The fares are always understood, westbound and eastbound, from port to port. (See Resolution 842.)

810. (674) The fares to this side (Exclusive of American head charge, and the American prepaid prices, must always be in the following ratio:

M. 100	—	\$24 1/2
" 110	—	"27
" 120	—	"29 1/2

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<sup>1</sup> See R. 1769 and Resolution 541.

*Petitioner's Exhibit 12-a*

475

" 130	—	"31 1/2
" 140	—	"34
" 150	—	"36 1/2
" 160	—	"38 1/2
" 170	—	"41
" 180	—	"43 1/2
" 190	—	"45 1/2
" 200	—	"48

Besides the above given prepaid prices, the legal head charge will be separately collected from the prepaid purchasers.

In the period from November 15th to December 31st, it is, however, permitted each line to fix their prepaid rates independently of the cash rates, higher or lower. 476

811. (675) The price of passage of the Hamburg-American Line, Canadian Line, from Antwerp, may not be lower than the lowest passage price of the Red Star Line.

812. (676) Any increase or reduction of the prices of a party in order to bring about an equalization, need not embrace all of the lines ..... of the party, but may be confined to some of these. They must, however, always be devised to fulfill the object stated in Article 17. 477

813. (677) To the countries accepted in paragraph 7 of the commentary to Article 12, Spain, Portugal, South America and Australia are added. (Bosnia, the Herzegowina and East Rumelia, are not regarded as belonging to Turkey.)

814. (678) The final sentence in paragraph 7 of the commentary to Article 12, is changed as follows: "This applies also to the North German Lloyd and the Hamburg-American Line, Mediterranean service."

815. (679) Persons who belong to the administration, the officials, or the ship's crews, of any one party, as well as their wives and children, are, if they are enjoying a free or reduced passage, not counted in the pool. (See Resolution 841.)

816. (680) The commission for steerage shall, in the pool countries, not exceed 15 marks. In the hitherto exempted countries, not exceed 30 marks.

479 817. (681) In the commentary to Article 23, the words, "Agents receiving more than \$2," are changed to, "Such head agents," and after "continental conference in New York" there is added, "and with the Secretary of the N. D. L. V."

818a (682). European inland transportation in connection with prepaid tickets; or in connection with east bound tickets, may be carried out by each party only on the basis of the official inland tariff published by such party, which may not contain more than three hundred stations for each port, or port of passage, inasmuch as the ports lie in different states. The railroad fares given in the price lists published by the Companies must be bona fide the real tariff railroad fares.

480 The calculation of European railroad fares is to be done on the basis of \$1=M. 4.20=fr. 5.25=5 Kr.=2 1/2 Dutch florins.

b. No commission is paid on European inland transportation.

819 (683). The European agents of the parties may sell American inland transportation only through the agency of that party, with whose vessels the respective passengers are transported. Drafts made on other Companies or persons for American inland transportation are taken in by the parties and replaced by their own. The agent remains responsible to the party for



the amount. Besides this, he is subjected to a money penalty of at least 400 marks. (See Resolution 868.)

820 (684). The commission to be paid to agents expediting agents in the ports of departure are not regarded as agents in the sense of this Resolution) for the sale of American railroad tickets for emigrant trains may not exceed 5% of the railroad fare.

821 (685). Resolution 820 does not apply to Greece, Turkey, Italy, France, Switzerland, The Tyrol, Gorz, Istria, Dalmatia, Servia, Bulgaria, Romania, Trieste, Susak, Fiume, Luxemburg Alsace-Lorraine. To agents in these districts a higher commission may be paid on American emigrant tickets, as far as the emigrants are residents in the countries named, in the sense of Article 12 of the agreement. This Resolution is subjected to a fourteen days' notice of cancellation.

482

822 (686). The through-booking of cabin passengers with American emigrant trains is forbidden. (See Resolution 868.)

823a (687). Each party has the right to have actions of their agents, which are contrary to the agreement, punished by the Praesidium.

b. The praesidium is not restricted to any definite amount; however, the penalty may not be higher than against the parties themselves. Resolution 819 is not changed hereby.

483

c. The praesidium cannot order a dismissal, unless it be that the party makes such a demand.

d. Refusal to pay the fine involves the deposition of the agents as a natural sequence, and this is true for all parties in the sense of the commentary to Article 24.

*Petitioner's Exhibit 12-a*

484

e. The reinstallation of a deposed agent requires a Resolution of the Praesidium (Article 35, Paragraph 4).

824 (688). The parties pledge themselves to give no financial assistance through commissions, contributions, or any other form, to such companies or private persons in the Cisleithanin monarchy who follow the tendency to monopolize the emigration business, or to gain a dominant influence on the same, and to refrain from any intercourse with such parties. The North German Lloyd and the Hamburg-American  
485 Line accept this obligation also for their expediting agents in Hamburg and Bremen.

825 (689). The parties are responsible for their agents and organs, however, not for fines which are imposed on them.

826 (690). Change of paragraph 1 of Article 21: The lowest cabin price of a party must be, west bound, at least 50 marks, and east bound at least \$10 higher than the highest normal pool-steerage price of the respective steamer. If the latter is higher than the maximum rates specified in Resolution 807, there need be added, in order to determine the price of the second cabin, the previously mentioned difference of 50  
486 marks only, to the maximum rates of 140 marks and 160 marks, respectively. On east bound, as well as west bound round-trip tickets, this difference of 50 marks and of \$10 against the steerage price can be 10% less than the cabin price.

827 (691). The directions of Resolution 826 find no application in case the parties have, among themselves, or have in common with other parties, reached some other agreement.

828a (692). Resolution 827 is to be so understood that if the parties in a cabin price agreement set so

*Petitioner's Exhibit 12-a*

487

cheap a price that the difference between this and the steerage price does not attain to the amount fixed in Resolution 826, that the passengers booked at such a price will not be taken into the accounting.

b. During the continuation of a cabin-agreement, all passengers which pay a price lower than the second cabin price fixed for that particular steamer, are to be considered in the accounting as steerage passengers, excepting passengers which come under Resolutions 815 and 841.

829 (693). In commentary to Article 21, paragraph 3, the rate of exchange for marks into dollars is changed from 4.20 to 4.00. 488

830 (694). Passengers who, by after payment, become transferred from the steerage to the cabin, immaterial whether before or after commencement of the trip, figure as cabin passengers, in as far as the directions of Resolutions 826, 827 and 828 are observed.

831 (695). The paragraph 2 of the commentary to Article 21 has no application to passengers who travel in the intermediate or in any other class than steerage, designated respectively as third class or cabin. 489

832a (696). Of the entire westbound transportation of the Continental Lines and the British Lines, as far as this falls under the agreement of June 7th, 1898, the British Lines receive 6% and the Red Star Line 0.94% as long as that agreement remains in force.

b. Only so many passengers are considered as transported by the Red Star Line C as the Red Star has transported above its quota, with the restriction that

no more passengers shall be considered as transported by the Red Star Line C than is its portion.

c. The share of the individual parties to the compensation determined by an accounting with the British Lines and the Red Star Line C is determined by the percentage share of the total transportation of the four parties, which results for each individual party, when there is added to the share of the respective party in westbound passengers its transportation of exempt passengers. The compensation for the Red Star Line C is 60 marks. In fixing the price of the Red Star  
491 Line no consideration may be taken of the Red Star Line C.

d. Should the N. D. L. V. cease, before the agreement with the British Lines of June 7th, 1898, shall have expired, then the rights and obligations contained in this Resolution under c, towards the British Lines and the Red Star Line C, pass over to the lines concerned in the N. D. L. V. in proportion to their shares, in accordance with Resolution 805.

e. In case of doubt as to the relation between the parties and the Red Star Line C, the judicial decisions of July 30th, 1896 and September 30th, 1903, are controlling.  
492

833 (697). The parties send to the Secretary weekly (see Article 42) their statements concerning their westbound prepaid business, and this, separately, for their different lines.

834 (698). Article 24 of the agreement has, in its entire content, application also to the circulars and publications issued in America.

835a (699). In the commentary to Article 31, the words "Harve, and Boulogne" are crossed out.

b. The steamers of the Hamburg-American Line, which in the summer time go to Montreal and Quebec, and in the winter time to Halifax and Boston, may call at Antwerp.

c. Between the North German Lloyd and the Hamburg-American Packet Stock Company, it has been agreed that if, in consequence of epidemics, or in consequence of regulations of their own or of the American State authorities, the expedition of the passenger steamers from their respective ports is made difficult or impossible, that the Companies mutually give to each other the right to sail from the ports assigned to them in the commentary to Article 31, or to call at such ports. 494

d. Article 31 of the Agreement is changed in such a way that if a sailing port can, in consequence of the breaking out of cholera or other epidemics, no longer be used as a sailing port, or if, through the action of the respective government, the shipping of steerage passengers from Germany or Russia, or countries of the Austrian-Hungarian Monarchy is not permitted, that then the respective party is justified in such a case to call at some other port of agreement. The party of this latter port is in such a case justified to resign from the agreement after fourteen days' notice. 495

836 (700). If a direct competition should arise from one of the ports, Hamburg, Bremen, Antwerp, Rotterdam, or Amsterdam, then the party from whose port it starts has the right to withdraw from the agreement after at least a three months' notice, in case the parties do not reach an agreement for the fighting of such competition on common account.

837 (701). The parties renew their agreement concerning the eastbound steerage business.

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838a (702). The eastbound shares are as follows:

Hamburg-American Line	26.97%
Holland-American Line	13.32%
North German Lloyd	41.03%
Red Star Line	18.68%

b. The compensation price eastbound for the year 1909 amounts to 100 marks.

839 (703). Passengers transported by direct steamers of the parties to Mediterranean ports are excluded from the agreement.

497

840 (704). As to the rest ~~all~~ directions of the westbound agreement of January 19th, 1892, and all resolutions remaining in force, shall properly apply to the eastbound agreement.

841a (705). Bondable passengers, that is, passengers who are sent back by the U. S. Government, shall be set down only eastbound. Eastbound passengers who are refused in Europe, by the authorities can be set down in the return transportation westbound.

b. In the same way are treated passengers who on the demand of a Government are transported, westbound or eastbound, free or for cost of food charges.

498

c. Cattlemen (in the sense of the American regulations for attendants of live stock) are also excluded from the accounting in both directions.

842 (706). As long as the British Lines fix their prices from the common points, New York, Boston, Baltimore, Philadelphia, the parties are permitted to allow the same privileges eastbound. (See Resolution 809.)

843 (707). The ratio between the eastbound cash rates and the this-side prepaid rates is fixed on the basis of \$1.00=4.20 marks.

844a (708). No reduction is allowed in steerage round-trip tickets, east and westbound. The price of a round-trip ticket is found by addition of the east and westbound prices.

b. On fare-tickets which read eastbound for cabin, and westbound for steerage, or the reverse, no reduction may be allowed; furthermore, such round-trip combinations shall not be made public.

845 (709). The expenses of the Secretaryship are divided according to the percentage share of the different parties in the westbound steerage, and eastbound steerage-pool.

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846 (710). The parties obligate themselves not to give any information concerning the transactions or resolutions of the parties to the press or non-concerned third parties, without common consent.

847 (711). The resolutions of the Continental Conference in New York are not binding on the parties, if they are in conflict with the agreement.

848 (712). All resolutions made and yet to be made form a part of the agreement, even when they are not signed by members of the Praesidium, but by other members of the parties authorized to sign.

501

849 (713). All resolutions which in meetings, according to Article 39 and Resolution 851, are signed by parties authorized to sign, or by persons of whose authority to sign the Secretary has been advised by telegram or letter, obtain validity by such signature and figure as resolutions in the sense of Resolution 848. Resolutions concerning matters which are not in the day's program, or not so in accordance with Article 39, must be adopted unanimously, and become valid only if no objection has been made to the Secretary at Jena on the third day (inclusive) after com-

*Petitioner's Exhibit 12-a*

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munication of the proceedings. Such resolutions which have in such manner become valid are also regarded as adopted in the sense of Resolution 848. Resolutions regarding prices are valid under all circumstances. Resolutions concerning cabin-business are considered as coming under the agreement only when this has been expressly stated.

850 (714). The sequence for the Praesidium begins in January 1st with the Packet Line, and for the Secretaryship with the Holland-American Line.

503

851 (715). The stated conferences take place one day before the regular conferences of the A.-C., and in the same places where these are held. (Conf. 29. I. 09.)

504

852 (716). For Scandinavian or Finnish steerage passengers which the North German Lloyd or the Hamburg-American Line transport eastbound under observance of Article 2 of the agreements with the British Lines of June 7, 1898, respectively Agreement Z, Article 13, the difference between the Continental and the Scandinavian eastbound fares of the particular steamer, as well as the amount of the cost of transportation from Bremen, Hamburg to Scandinavia or Finland, inclusive of any detention costs, is borne mutually by the parties, *i. e.*, in proportion to their eastbound shares of participation. Each party has the right to withdraw from this arrangement after a fortnight's notice.

853 (717). Cabin agreements are not subject to the control of the Secretary, except as provided for by Resolutions 826, 827 and 828.

854 (718). Free passage between New York, Boston and Philadelphia may not be given to cabin passengers.



855 (719). The through-booking of first and second-class passengers to European inland points excepting Paris and London is forbidden. This resolution is subject to a three months' notice of cancellation.

856 (720). The settlement charge to agents for exchange and handling of American prepaids and return tickets is fixed at three marks for first-class and two marks for second-class. This is understood to be per ticket, regardless of the number of persons on same. No further payments will be made by the companies for postage and telegrams.

857 (721). During the existence of a cabin agreement the printed matter referring to the cabin business is to be sent to the Secretary in the same manner as provided for in Article 24 for steerage.

506

858 (722). In case the services of the adjuster (literally, decision-judge) are called for, on account of variations from the cabin-rates agreed upon, he must be guided by the fact that in cases of unintentional error, payment of the full passage, figured according to the agreement, in equal parts to the other parties, will be regarded as a satisfactory settlement. Besides this, in proper cases, cabin passengers which are accepted under the rates, agreed upon, are also to be accounted for in the pool. In other instances violations of the fixed prices are not remedied by accounting for the respective passengers in the steerage-pools, be it by operation of Resolution 826 or by a voluntary offer of the party concerned.

507

859 (723). In changing Article 36 there is appointed as adjuster (decision-judge) the Oberlandesgerichts-president Dr. Hansen in Hamburg. In case Dr. Hansen can not serve, the President of the Hanseatic Oberlandesgerichts shall be requested to

take the position, or to appoint some other decision-judge.

Agr. G. 860 (724). The shares determined originally for Agreement G, are changed according to R. 1793, as follows:

10.289% for the I Group (Italians and Orientals).

3.842% for the II Group (other passengers), (their total share is hence 14.131%).

509 861 (725). The provisions of Article 12 of the agreement and of the commentary to Article 12, by which passengers from certain countries are considered as exempted from the agreement, are suspended during the existence of Agreement G.

862 (726). Italians and Orientals (Greeks, Turks, Asiatics and Africans), transported from Mediterranean ports by direct steamers of the agreement-lines, are regarded, as before, as not coming in under the agreement, and remain excluded from the accounting in the pool.

510 863 (727). With the day when the agreement G with the Cie. Gen. Transatlantique expires, all regulations concerning exempted passengers appearing in the original agreement as well as in the recalled Resolutions 397-477, and in the parts specified <sup>1</sup> in the cancelled Resolution 482, regarding contract passengers, are at once again in force.

864 (728). The accounting of the compensation arising from the agreement with the Cie. Gen. Transatlantique is based on the shares stated in Resolution 805.

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<sup>1</sup> The same have been altered by an agreement between the Hamburg-American Line and the North German Lloyd.

Agr. J. 865 (729). With the Canadian Pacific Railway a contract has been made in accordance with Agreement J, according to which there is due to the same 5.429% of the westbound steerage transportation of the four pool parties from northern ports.

From the compensation payments which result from the agreement there come to:

Hamburg-American Line	27.22%	
Holland-American Line	9.20%	
North German Lloyd	36.84%	
Red Star Line	13.49%	
Cie. Gen. Transatlantique	13.25%	512

Agr. L. 866 (730). Between the N. D. L. V. Lines and Transat and the American Line a contract has been made for eastbound steerage-business according to Agreement L. (See Resolution 895.)

867 (731). As far as the rights and obligations are concerned, which follow from Agreement N with the Austro-Americana, and Agreement O with the Adria, the parties are participants in accordance with Resolution 865, in as far as it is not a matter of individual obligations, for instance, the payment of commissions, etc., <sup>1</sup>.

868 (732). Resolutions 819 and 822 are cancelled for Swiss passengers and Swiss agents. (Swiss are in both cases to be understood in the sense of the commentary to Article 12.)

869 (733). For the contribution of the Holland-American Line and of the Red Star Line to the expenses of the controlled stations there shall be taken

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<sup>1</sup> The recompense to be paid to the Adria, is according to the decision, not an individual obligation.

514

into account on the one hand interest on the capital invested, depreciations, repairs, and other expenses, and on the other hand, the income. The rates of interest and the depreciations are reserved for further agreement.

870 (734). The Hamburg-American Line and the North German Lloyd will continue to endeavor that the passengers of the non-German Lines may pass without hindrance the Silesian, the Saxon and the Russian frontier.

515

871 (738). The Railroad Ticket Bureau in Budapest may be granted a commission up to 5% on American Railroad tickets. (Conf. 31, III. 05.)

872 (739). If the ticket bureau in Budapest transports passengers which have already made an initial payment elsewhere, then they are not entitled to a commission. (Conf. 9. VI. 05.)

873 (740). For pool districts exceptional rates may not be made in Europe or in America without prior the consent of all parties. (Conf. 9. VI. 05.)

874 (741). To Jewish Aid Societies there may be granted as a reduction the agency commission of 15 marks. (Conf. 9. VI. 05.)

516

875 (742). The agreement with the Adria offers no direct justification to count the passengers which are sent from Hungary direct over Antwerp for the Cunard, into the transportation figure of the Cunard from Fiume. It has, however, been a supposition of the agreement that the transportation over Antwerp should cease, and therefore such transportation is, of course, to be taken into account in settling with the Adria. (Conf. 26. V. 06.)

876 (743). The demand of Austros to their 4% of the passengers which the Cunard transports in excess

of 32,500 in a calendar year over Fiume, Trieste and Antwerp, is not recognized. As the consideration therefore, the going into effect of the Agreement P with the Cunard Line has not taken place. On the other hand, it is admitted she is entitled to any compensation which may be possibly figured by the Adria. In case an agreement should be reached with the Cunard Line concerning the Fiume service of that line, then a revision of the agreement with the Austro-America shall take place. (Conf. 17-18. I. 08.)

877 (744). In case the Austro-Americana in an average of five years each, (thus, for instance, from 1904-8, 1909-13), does not distribute 6% dividends, then Hapag, Nasm, Lloyd, Star and Transat pledge themselves to raise the amount lacking in the course of such five years in a 6% interest of the capital invested by the German Societies in the A. A. in accordance with the shares mentioned in Resolution 865 for the benefit of the two German Lines. (Conf. 12. IX. 06.) The herewith expressed guarantee is understood to be valid until the expiration of Contract I with A. A., and during the continuance of the same applies also only to the capital invested according to to Contract I. In the case of an increase of capital, new negotiations must take place. (See Resolution 910.) The guarantee of the parties is no application to the guarantee of the 4% dividend of the A. A. taken over by the two German societies.

878 (745). Of the exempted passengers taken on board at intermediate ports by the Austro-Americana, so many are to be figured in the pool calculation as may be necessary to balance a possible minus of the Austro-Americana. The exempted passengers thus figured are without any influence on the price regulation of the Austro-Americana. (Conf. 12. IX. 06.)

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879 (746). The accounting with the Austro-Americana is closed for every year with the 31st of December, westbound as well as eastbound. (Conf. 15. I. 07.)

880 (748). For Hungarian passengers who are not booked through the Ticket Bureau, no line will pay the Hungarian head charge. (Conf. 15. I. 07.)

521 881 (749). In accordance with the wish of the Transat and Austro-Americana, it is stated that these two lines are not members of the N. D. L. V., although they are in relation with the same, and in general are subject to the directions. (Conf. 15. I. 07.)

882 (750.) The request of the American Line and of Transats to be permitted to fix their eastbound rate to Naples 4.50 above their Turin rates, is permitted as long as they are plus parties in the pool under Agreement L, and subject to a four weeks' notice of cancellation. (Conf. 15. I. 07.)

522 883 (751). If a pool party charters steerage place from another pool party, the passengers thus transported are not to be figured for that line with whose vessels they travel, but for that line which has chartered the place. This resolution, however, is at all times subject to a four weeks' notice of cancellation. (Conf. 26. XI. 07.)

884 (752). Hapag acknowledges that for the question at issue of its shortage of 1905 the adjuster (Decision-Judge) is competent even after a possible ending of the pool. In case the verdict of the adjuster should be adverse to Hapag, Hapag reserves the right to raise a similar demand against Nasm and Star for the year 1907, and Nasm and Star recognize for such a case in the same manner, the jurisdiction of the adjuster even after a possible dissolution of the pool.

Nasm and Star reserve for themselves the right to possibly also make claims against Hapag for 1907. (Conf. 26. XI. 1907.)

885 (753). The adjuster remains competent for all differences which may occur, which are given him for decision within a year after ending of the agreement. (Conf. 26. XI. 07.)

886 (754). All monthly settlements are looked upon as provisional. However, by the fact that these may not be disputed, the right to establish claims against the year's settlement, is not excluded. (Conf. 26. XI. 07.)

524

887 (758). The passengers to be transported from Spain by Transat on the line which it will establish in the near future, Bordeaux-New York are to be figured by Transat in the First Group. (Conf. 17-18. I. 08.)

888 (759). The parties will, on the frontier, demand from their passengers for food and lodging in the port not more than 8 marks per adult. (Conf. 17-18. I. 08.)

889 (761). The westbound second-class price for express New Amsterdam is figured 10 marks more than in the second-class Agreement of February 5th, 1908. (Conf. 17-18. I. 08.)

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890 (765). Paragraph 8 of the Agreement with the Adria of November 14th, 1904, is extended to December 31st, 1908, in such a way that the accounting from January 1st, 1907, to December 31st, 1908, is uniformly carried out, that is to say, that the time from 1.-1.07 to 31.-12.08 represents 1. of accounting. (Conf. 26-27. III. 08.)

891 (770). The Resolutions G 1-3 are cancelled, but without prejudging any adjustments which may yet

*Petitioner's Exhibit 12-a*

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result from their period of validity (Conf. 26-27, III 08).

892 (772). Transat participates in the payments to be made by the British Lines or to the British Lines under the Atlantic Conference Agreement,

Westbound with	9.03%
Eastbound with	17.47%
Austro: Westbound with	3.85%
Austro: Eastbound with	3.30%

(Conf. 23. V. 08.)

527 893 (773). The question of the compensation of the Red Star Line C shall be referred to the adjuster for decision.<sup>1</sup> (Conf. 23, V. 08.)

894 (774). The agreement of the N. D. L. V. Lines to retain a declining attitude concerning concessions of Hungary until regulation for the transportation of Hungarians without a passport remains in force. (Conf. 23. V. 08.)

528 895 (775). Concerning the Agreement L with the American Line, it is established that the same has become void through the Agreement AA., but that Mr. Sanderson has declared that the same shall be allowed to formally continue, that is to say, in the future also to give up the (To specify?) Italian and Oriental passengers transported by American Line in consideration of the application of Agreement L with Transat. (Conf. 23, V. 08.)

896 (776). Star has an agreement with an agent in Warsaw, to whom it shall be recommended to reach

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<sup>1</sup> Hapag does not agree to this decision, maintaining its position in the representation to the adjuster of 14. XII. 08. (Conf. 29, I. 09.)



the best understanding possible for the transportation of its passengers by the control stations. (Conf. 23. V. 08.)

897 (779). On the application of the Red Star Line, their agent, M. Feuerstein in Czernowitz and at the same time, the Bureau in Lemberg, 99 Grodecka, in which he is interested, is disqualified in order to maintain discipline among the agents. For the present this disqualification shall be valid for six months, figured from that day which the Red Star Line will specify, as Feuerstein maintains to be protected by contract. (Conf. 26. VIII. 08.)

530

898 (782). Transat will figure the passengers which it (under A. C. Min. 70) transports at the reduced rates under Agreement L, with the N. D. L. V. Lines, the N. D. L. V. Lines however, need not enter such passengers transported by them in the calculation under the Agreement L. (Conf. 26. VIII. 08.)

899 (783). The lodging cost for Russian Cassa passengers amounts to 10 marks for the duration of the quarantine. (10 IX. 08. by wire.)

900 (786). In future the proceedings of the N. D. L. V. will be carried on as follows, in accordance with the report of the committee entrusted with the examination of this question:

531

a. References about the sessions, as they have become customary in the last few years, shall no longer be made. Memoranda which have been made by persons present for their personal uses, have no value as testimony, and may, in no instance, be used by the decision-judge adjuster).

b. A protocol is taken of each session under the direction of the chairman, in the manner that every resolution, as soon as the subject concerned has been

*Petitioner's Exhibit 12-a*

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disposed of, is at once edited and read. The protocol shall only contain those resolutions which are of longer duration, and which have a bearing on the accounting of the parties, and on the execution of the agreement. To the decision of the chairman there may be added an explanation of the resolutions, which is then to be inserted as a foot note in small print.

c. The resolutions are numbered currently. Every year a revision of the same takes place, whereby those that have become invalid are excluded and those that remain are newly printed under a continuous number.

533

d. Resolutions taken in writing are printed and issued at the end of each quarter, if a conference does not take place sooner, in which case they are placed ahead of the resolutions taken at such conference, with the addition of the number of the circular in which the resolution is connected. (Conf. 20-21. X. 08.)

901 (787). Cie. Gle. Transatlantique and Austro-Americana are concerned in the payments to and from the Russian East Asiatic Line in the same proportion as in the payments to and from the British Lines. (Resolution 892.) (Conf. 20-21. X. 08.)

534

902 (790). The cancellation of Agreement L. with the Transatlantique is withdrawn. In case new proceedings with the Italian Lines should oblige the N. D. L. V. Lines to repeat the cancellation, the Transatlantique will accept the same at any time and for four weeks. The accounting will then be closed with the last day of the month in which the four weeks terminate. (Conf. 20-21. X. 08.)

903 (791). The American head charge shall be either separately collected or included in the steerage passage by a corresponding increase. (Conf. 29. I. 09.)

904 (792). a. The Agreement which General Director Ballin has made with the Canadian Pacific Railway, concerning the installation of a new line from Hamburg, Bremerhafen and Rotterdam, Appendix I according to enclosed memorandum, is accepted and it is agreed that this new line shall be run for common account of the N. D. L. V. Lines, Cie. Gle. Transatlantique, and the Austro-Americana. The common accounting is based on the average of the westbound and eastbound percentages of the parties named and the westbound percentages according to R. 3588 and the eastbound percentages according to R. 3595, whereby the Austro-Americana eastbound is entered with 4%. (R. 3748.) \*

536

b. The Red Star Line makes its acceptance depending upon the issue that in case the Canadian Pacific Railway should later carry on itself, its Antwerp passenger business, that the new line will then touch at Antwerp, and that the Red Star Line in Antwerp will act for the same as managing line.

c. The further conditions in which manner the service is to be carried on for common account, will be determined by a committee in which each line is represented, Appendix 2. (Conf. 2. XII. 08.)

537

\*Hence the participation of the individual lines is as follows:

	Westbound	Eastbound	Average
Hapag	27.34%	21.37%	24.355%
Nasm	9.24%	10.55%	9.895%
Lloyd	36.99%	32.51%	34.750%
Star	13.55%	14.80%	14.175%
Transat	9.03%	17.47%	13.250%
Austro	3.85%	3.30%	3.575%
	100.00	100.00	100.00

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905 (793). The parties take notice of the agreement which General Director Dr. Wiegand has made in Berlin, on November 26, 1908, with the Royal Hungarian Government. The parties, with exception of the North German Lloyd, are not in favor of this agreement, and express the hope that a means may be found to re-establish the state of affairs previously existing. In case there should be no possibility for this the Hamburg-American Line, the Red Star Line, and the Cie. Gle. Transatlantique declare even today that they will refrain from the concession during the continuance of this agreement. The Holland-American Line retains the privilege to do likewise.<sup>1</sup> (Conf. 2. XII. 08.)

539

Appendix 906 (794). The agreement between the Adria and the N. D. L. V. Lines, dated Bremen, November 7th, 1908, (R. 3687), is hereby accepted. (Conf. 2. XII. 08.)

907 (795). The decision of Mr. Wilding of October 27th, 1908, *in re* Austro-Americana against the other parties, takes effect November 1st, 1908, and ends with the ending of Agreement A. A. (February 28th, 1911.) (Conf. 2. XII. 08.)

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908 (796). The definition concerning the origin and destination of the passengers to be accounted for as eastbound by the Austro-Americana according to the decision of Mr. Henry Wilding of October 27th, 1908, is given by the Agreement of A. A. (Conf. 2. XII. 08.)

909 (797). In paragraph 1 of the Agreement N, the words "On their Line Trieste—New York" are cancelled, the alteration takes effect with January 1st, 1908. (Conf. 2. XII. 08.)

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<sup>1</sup> Against this resolution the Lloyd has protested.

*Petitioner's Exhibit 12-a*

541

910 (798). Since the German Lines have in June 1907, participated further with 624,800 Kronen with the Austro-Americana in order to maintain their stock majority, Resolution 877 is changed to the effect, that the guarantee mentioned therein has application also to this capital participation. (Conf. 2. XII. 08.)

911 (799). The N. D. L. V. Lines are forbidden to entertain relations directly or indirectly with the traveling bureaus in Austria; excepted are the following traveling bureaus for the lines named:

Star, N. Mandel, Brunn.

Star, M. Feuerstein (Globus) Czernowitz.

542

Star, S. Biesiadecka, Oswiecim.

Hapag, Rebenwurz, Oderberg.

Hapag, Russel, Wien.

Hapag, Kieszevska, Sanck.

Hapag, Aschkenas & (Nasm)? Karwosky, Husiatyn.

Nasm & Kapeller, Czernowitz, Brody, Husiatyn.

Austro (Columbus).

Nasm, Kristan, Laibach.

Transat G. Chiste, Trient.

Star, P. Christfidis, Triest.

Transat Gottardi, Innsbruck.

Transat Szmarda, Laibach.

543

Hapag, Kronhelm, Trzebinia.

Nasm, Schick & Rosenbaum, Prag.

Austro, Ranaz, Ragusa.

In case a line dissolves its relation, for any cause, with a traveling bureau, assigned to it as above, or in case such relation ceases in any other manner, the other lines will not enter into new relations with such traveling bureau. This resolution is subject to a three months' cancellation. (Conf. 2. XII. 08.)

*Petitioner's Exhibit 12-b*

544

912 (800). On a separate collection of the head tax the equivalent of \$4=20 Kronen=17 marks=8 Rubel =20 francs=10 Gulden Dutch. This resolution is subject to a three months' notice of cancellation. (Conf. 2. XII. 08.)

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**Petitioner's Exhibit 12-b.**

## II.

545

## BESCHLUSSE.

Nordatlantischer Dampfer-Linien-Verband.

## BESCHLUSSE,

801-912.

Revidiert auf der Conferenz in Paris  
am 29. Januar 1909.

Jena, 12. Februar 1909.

Nordatlantischer Dampfer-Linien-Verband.

546

801 (665). Der Vertrag vom 19. Januar 1892 wird vom 1. Januar 1909 bis 31. Dezember 1909 verlangt, mit Ausnahme der Artikel 3-8 einschliesslich und der auf Tonnage bezuglichen Stellen in Artikel 1, 11 und 16, welche aufgehoben werden.

802 (666). Die Beschlüsse 1—800 sind aufgehoben.

803a) (667). Die Stellung einer Caution fällt fort. Der an ihrer Stelle von den Parteien beim Secretar hinterlegte Revers bleibt in Kraft. Der Revers bildet einen Bestandteil des Revers. Vertrages.

b) Die Aufhebung der Caution hindert aber nicht die Bestimmung, dass die Parteien nicht über den Cautionsbetrag hinaus, der für jebe im Vertrag angegeben ist, verantwortlich sind, jedoch soll die Haftung für fallige Compensationsgelder nicht durch die Höhe des Cautionsbetrages beschränkt sein.

c) Die aus den Abrechnungen sich ergebenden Ausgleichszahlungen sind monatlich nach Anweisung des Secretars zu leisten. Die Zahlungen der Plusparteien werden an die Minusparteien pro rata ihres Fehlbetrages verteilt.

804 (668) In Art. I und II treten an Stelle von 548  
"articles 3 to 8" die Worte "Beschluss 805."

805 (669). Die westbound Anteile der Parteien sind während der Dauer des Agreement G. folgende<sup>1</sup>:

Hamburg-Amerika Linie	31.38%
Holland-Amerika Linie	10.61%
Norddeutscher Lloyd	42.46%
Red Star Line	15.55%

806 (670). Der Compensationspreis westbound betrage für das Jahr 1909 M. 110.

807 (671). Keine Partei kann gezwungen werden, 549  
ihren Zwischendeckpreis (excl. amerik. Kopfgeld) höher als M. 160 für Schnelldampfer und M. 140 für andere Dampfer zu setzen. Tut sie es freiwillig, so kann sie jeder Zeit und unter allen Umständen auf diese Raten zurückgehen.

808 (672). Keine Partei kann gezwungen werden zum Zwecke des Ausgleichs die Annahme oder Beförderung von Passagieren auch nur vorübergehend einzustellen.

(<sup>1</sup>) s. R. 1769 und Beschluss 541.

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809 (673). Die Fahrpreise verstehen sich westbound und eastbound immer von Hafen zu Hafen. (S. Beschluss 842).

810 (674) Die diesseitigen Fahrpreise (excl. amerik. Kopfgeld und die amerikanischen Prepaidpreise müssen stets in folgendem Verhältniss sein:

	M.	100 = \$ 24½
	"	110 = " 27
	"	120 = " 29½
	"	130 = " 31½
	"	140 = " 34
551	"	150 = " 36½
	"	160 = " 38½
	"	170 = " 41
	"	180 = " 43½
	"	190 = " 45½
	"	200 = " 48

Neben den vorstehenden Prepaidpresen wird das gesetzliche Kopfgeld von den Prepaidkaufern separat erhoben.

In der Zeit vom 15. November bis 31. Dezember ist es indessen jeder Linie gestattet, ihre Prepaid-Raten unabhängig von den cash Raten, hoher oder niedriger, festzusetzen.

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811 (675). Der Passagepreis der Hamburg-Amerika-Linie, Canada Linie, ab Antwerpen darf nicht niedriger sein, als der niedrigste Passagepreis der Red Star Line.

812 (676). Eine etwaige Erhöhung oder Ermässigung der Preise einer Partei wecks Herstellung des Ausgleichs braucht nicht sämtliche Linien der Partei zu umfassen, sondern kann sich auf einzelne derselben beschränken. Immer aber muss sie geeignet sein, den in Art. 17 angegebenen Zweck zu erfüllen.



813 (677). Den in Absatz 7 des Commentars zu Art. 12 ausgenommenen Landern wird Spanien, Portugal, Sudamerika und Australien beigefugt (Bosnien, die Herzegowina und Ostrumelien werden nicht als zur Turkei gehorig angesehen.)

814 (678). Der Schlusssatz in Absatz 7 des Commentars zu Art. 12 wird abgeandert, wie folgt: "This applies also to the Nordd, Lloyd and Hamburg-Americian Line Mediterranean services."

815 (679). Personen, welche der Verwaltung, dem Beamtenkorper, oder der Schiffsmannschaft irgend einer Partei angehoren, sowie deren Frauen und Kinder, werden wenn sie freie oder ermassigte Fahrt geniessen im Pool nicht verrechnet. (S. Beschl. 841.)

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816 (680). Die Commission fur Zwischendeck soll in den Poollandern M. 15, in den bicherigen exempted Landern M. 30 nicht ubersteigen.

817 (681). Im Commentar zu Art. 23 werden die Worte "agents receiving more than 2 Dollars" in "such head agents" abgeandert, und nach "Continental Conference in New York" wird hinzugefugt "and with the secretary of the N. D. L. V."

818a) (682). Europaische Inlandbeforderung in Verbindung mit prepaid tickets oder in Verbindung mit eastbound tickets darf con jeder Partie nur auf Grund des von ihr herausgegebenen officiellen Inlandtarifs der nicht mehr als 300 Stationen fur jeden Hafen oder Anlaufhafen, sofern die Hafen in verschiedenen Staaten liegen, enthalten soll, vorgenommen werden. Die Eisenbahnfahrpreise in den von den Gesellschaften veroffentlichten Tarifen sollen bona fide die wirklichen tarifmassigen Eisenbahnfahrpreise sein.

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Die Umrechnung europaischer Eisenbahn-Preise erfolgt zum Course von \$1 = M. 4.20 = fr. 5.25 = 5 Kr. = 2½ Gulden Holl.

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b) Auf europäische Inlandbeforderung wird keine Commission bezahlt.

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819 (683). Die europäischen Agenten der Parteien dürfen amerikanische Inlandbeforderung nur durch Vermittlung derjenigen Partei verkaufen, mit deren Schiffen die betreffenden Passagiere befördert werden. Auf andere Gesellschaften oder Personen ausgestellte Anweisungen für amerikanische Inlandbeforderung werden von den Parteien eingezogen und durch ihre eigenen ersetzt. Für den Betrag bleibt der Agent der Partei haftbar. Ausserdem trifft ihn eine Geldstrafe von mindestens M. 400 (s. Beschluss 868).

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820 (684). Die an Agenten (Expeditenten an den Einschiffungshafen gelten nicht als Agenten im Sinne dieses Beschlusses) zu vergütende Commission auf den Verkauf amerikanischer Eisenbahnbillets für Immigrantenzug darf nicht mehr als 5% des Fahrpreises betragen.

821 (685). Beschluss 820 findet nicht Anwendung auf Griechenland, Türkei, Italien, Frankreich, Schweiz, Tirol, Gorz, Istrien, Dalmatien, Serbien, Bulgarien, Rumanien, Triest, ~~Sus~~ak, Fiume, Luxemburg, Elsass-Lothringen. An Agenten in diesen Distriken darf eine höhere Commission auf amerikanische Emigrantenbillets gezahlt werden, sofern die Auswanderer in den genannten Ländern ansässig sind und zwar im Sinne von Art. 12 des Vertrages. Dieser Beschluss unterliegt 14 tagiger Kündigung.

822 (686). Die Durchbuchung von Kajutenpassagieren mit amerikanischem immigrant train ist untersagt. (s. Beschluss 868.)

823a (687). Jede Partei hat das Recht, Zuwiderhandlungen ihrer Agenten gegen den Vertrag durch das Präsidium bestrafen zu lassen.

b) Das Prasidium ist an keinen bestimmten Betrag gebunden, jedoch darf die Strafsumme nicht hoher sein als gegen die Parteien selbst. Beschluss 819 wird hierdurch nicht geandert.

c) Eine Absetzung kann das Prasidium nicht verhangen, es sei denn, die Partei beantrage eine solche.

d) Die Zahlungsverweigerung der Strafe hat aber die Absetzung des Agenten von selbst zur Folge und zwar fur alle Parteien im Sinne des Commentars zu Art. 24.

e) Die Wiedereinsetzung eines abgesetzten Agenten 560  
 erfordert einen Beschluss des Prasidiums. (Art. 35, Absatz 4.)

824 (688). Die Parteien verpflichten sich, Gesellschaften oder Privatpersonen in der cisleithenaischen Monarchie, welche die Tendenz verfolgen, das Auswanderungs-Geschäft zu monopolisieren, oder einen massgebenden Einfluss auf dasselbe zu gewinnen, keinerlei finanzielle Unterstützung durch Provision, Beiträge, oder in irgend einer anderen Form zukommen zu lassen und sich jedes Vergehens mit denselben zu enthalten. Der Norddeutsche Lloyd und die Hamburg-Amerika-Linie übernehmen diese Verpflichtung auch für ihre Expediten in Hamburg und Bremen. 561

825 (689). Die Parteien sind für ihre Agenten und Organe verantwortlich, jedoch nicht für Strafen, welche denselben auferlegt werden.

826 (690). In Abänderung der Absatzes 1 des Art. 21; Der niedrigste Cajutenpreis einer Partei muss westbound mindestens M. 50 und eastbound mindestens \$ 10 hoher sein, als der höchste normale Pool-Zwischendeckpreis des betreffenden Dampfers. Ist letzterer hoher, als die in Beschluss, 807 angegebenen Maximalraten, so braucht zur Feststellung des

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Preises der II. Cajute vorstehender Unterschied von M. 50 nur den Maximalraten von M. 140 bzw. M. 160 hinzugerechnet zu werden. Bei east- wie west-bound round trip tickets kann dieser Unterschied von M. 50 und \$ 10 gegen den Zwischendeckpreis um 10% des Cajutenpreises geringer sein.

827 (691). Die Bestimmungen des Beschlusses 826 finden keine Anwendung, falls die Parteien unter sich, oder gemeinsam mit anderen Parteien etwas anderes vereinbart haben.

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828a) (692). Beschluss 827 ist so zu verstehen, dass, wenn die Parteien in einem Cajutenpreis-Agreement einen so billigen Preis feststellen, dass die Differenz zwischen diesem und dem Zwischendeckpreis nicht den in Beschluss 826 festgesetzten Betrag erreicht, die zu solchem Preise gebuchten Passagiere doch nicht Verechnet werden.

b) Während der Dauer eines Cajuten-Agreements sind alle Passagiere, die einen niedrigeren, als den für den betreffenden Dampfer festgesetzten II. Cajutenpreis bezahlen, als Zwischendeckspassagiere zu verrechnen, ausgenommen Passagiere, welche unter Beschluss 815 und 841 fallen.

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829 (693). Im Commentar zu Art. 21, Abs. 3 wird der Umrechnungskurs für Mark in Dollars von 4.20 auf 4.00 umgeändert.

830 (694). Passagiere, welche vom Zwischendeck durch Nachzahlung in die Cajute übertreten, gleichviel ob vor oder nach Antritt der Reise, gelten als Cajuten-Passagiere, sofern die Bestimmungen der Beschlüsse 826 bzw. 827 und 828 eingehalten sind.

831 (695). Der Absatz 2 des Commentars zu Art. 21 findet keine Anwendung auf Passagiere, die in Intermediate oder irgend einer anders als Zwischen-

deck, resp. III. Klasse oder Cajute bezeichneten Klasse reisen.

832a) (696) Von der gesamten westbound Beförderung der Contententalen Linien und der Britischen Linien, soweit dieselbe unter das Agreement vom 7. Juni 1898 fällt, erhalten die Britischen Linien 6% und die Red Star Line C 0.94%, so lange jenes Agreement besteht.

b) Als von der Red Star Line C befördert werden nur so viele Passagiere angerommen, als die Red Star Line über ihren Anteil befördert hat, mit der Beschränkung, dass für die Red Star Line C nie mehr Passagiere als befördert gelten, als ihr Anteil ist.

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c) Der Anteil der einzelnen Parteien an der aus der Abrechnung mit den Britischen Linien und der Red Star Line C sich ergebenden Compensation wird bestimmt durch den procentualen Anteil an der Gesamtbeförderung der vier Parteien, der sich für jede einzelne Partei ergibt, wenn dem Anteil der betreffenden Partei an westbound Passagieren ihre Beförderung von exempted Passagieren hinzugefügt wird. Die Compensation für Red Star Line C ist M. 60. Bei der Preisfestsetzung der Red Star Line darf auf Red Star Line C keine Rücksicht genommen werden.

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d) Sollte der N.D.L.V. aufhören, bevor das Agreement mit den Britischen Linien vom 7. Juni 1898 abgelaufen ist, so gehen die in diesem Beschlusse unter c enthaltenen Rechte und Verpflichtungen gegenüber den Britischen Linien und der Red Star Line C auf die am N.D.L.V. beteiligten Linien im Verhältnisse ihrer Anteile laut Beschluss 805 über.

e) Für das Verhältniss zwischen den Parteien und der Red Star Line C sind im Zweifelsfall die schieds-

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richterlichen Entscheidungen vom 30. Juli 1896 und 30. Septbr. 1903 massgebend.

833 (697). Die Parteien übermitteln dem Secretar wöchentlich (vide Art. 42) ihre Aufgaben über ihr westbound Prepaid-Geschäft und zwar für ihre verschiedenen Linien getrennt.

834 (698). Der Art. 24 des Vertrags findet seinem ganzen Inhalt nach auch Anwendung auf die in Amerika erlassenen Circulare und Veröffentlichungen.

569 835a (699). Im Commentar zu Art. 31 werden die Worte „Havre und Boulogne“ gestrichen.

b) Die Dampfer der Hamburg-Amerika Linie, welche im Sommer nach Montreal und Quebec und im Winter nach Halifax und Boston fahren, dürfen Antwerpen anlaufen.

570 c) Zwischen dem Norddeutschen Lloyd und der Humburg-Amerikanischen Packetfahrt-Actiengesellschaft ist vereinbart worden, dass, wenn den Gesellschaften im Falle von Epidemien oder in Folge von Massnahmen ihrer eigenen, oder der amerikanischen Staatsbehörden, die Expedition ihrer Passagierdampfer aus ihren resp. Ausgangshafen erschwert, oder unmöglich gemacht worden ist, die Gesellschaften sich gegenseitig das Recht der Expedition von den ihnen im Commentar zum Art. 31 zugesprochenen Hafen oder des Anlaufens derselben einräumen.

d) Art. 31 des Vertrages wird dahin geändert, dass, falls ein Ausgangshafen, in Folge Ausbruchs von Cholera oder anderen Epidemien, nicht mehr als Ausgangshafen benutzt werden kann, oder wenn durch Verfügung der betreffenden Regierung die Einschiffung von Zwischendeckern aus Deutschland oder Russland oder den Ländern der österreichisch-ungarischen Monarchie nicht gestattet wird, die betreffende Partei

berechtigt ist, in solchem Falle einen anderen Vertragshafen anzulaufen. Die Partei dieses letzteren Hafens ist in dem Falle berechtigt, unter Einhaltung einer 14-tägigen Kündigungsfrist aus dem Vertrage auszuscheiden.

836 (700). Wenn von einem der Hafen Hamburg, Bremen, Antwerpen, Rotterdam oder Amsterdam eine direkte Concurrenz entstehen sollte, so hat die Partei, von deren Hafen sie ausgeht, das Recht, sich nach mindestens 3 Monate vorausgegangener Anzeige von dem Vertrage zurückzuziehen, wenn die Parteien sich nicht über eine Bekämpfung solcher Concurrenz für gemeinschaftliche Rechnung einigen. 572

837 (701). Die Parteien erneuern ihr Abkommen betreffend das eastbound Zwischendeck-Geschäft.

838a (702). Die eastbound Anteile sind folgende:

Hamburg-Amerika-Linie	26,97%
Holland-Amerika-Linie	13,32 „
Norddeutscher Lloyd	41,03 „
Red Star Line	18,68 „

b) Der Compensationspreis eastbound beträgt für das Jahr 1909 M. 100.

839 (703). Die mit directen Dampfern der Parteien nach Mittelmeerhafen beförderten Passagiere sind von dem Uebereinkommen ausgeschlossen. 573

840 (704). Im Uebrigen finden die Bestimmungen der westbound Uebereinkunft vom 19. Januar 1892 und aller in Kraft befindlichen Beschlüsse sinnngemasse Anwendung für die Eastbound Uebereinkunft.

841a) (705). Bondable Passagiere, d. h. Passagiere, die von der Vereinigten Staaten Regierung zurückgeschickt werden, sollen nur eastbound abgesetzt werden. Eastbound Passagiere, die in Europa von

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Behörden zurückgewiesen werden, können beim Rücktransport westbound abgesetzt werden.

b) In gleicher Weise werden Passagiere behandelt, welche westbound oder eastbound auf Verlangen einer Regierung frei oder gegen Ersatz der Verpflegungskosten befördert werden.

c) Viehwarter (im Sinne des amerikanischen reglements über Begleitung von Live Stock) sind ebenfalls von der Verrechnung in beiden Richtungen ausgeschlossen.

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842 (706). Solange die British Lines ihre eastbound Pässege-Preise von den common points, New York, Boston, Baltimore, Philadelphia, festsetzen, ist es den Parteien gestattet, die gleichen Begünstigungen eastbound zu gewahren. (S. Beschluss 809.)

843 (707). Das Verhältniss zwischen eastbound cash rates und diesseitigen prepaid rates wird auf Basis von \$ 1 = M. 4.20 festgesetzt.

844a) (708). Auf steerage roundtrip tickets east- und westbound wird keine Ermässigung gewährt. Der Preis eines roundtrip ticket ergibt sich aus der Addition des east- und westbound Preises.

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b) Auf Fahrkarten, welche eastbound für die Cajüte and westbound für Zwischendeck oder umgekehrt lauten, darf keinerlei Ermässigung gewährt werden; auch sollen derartige Round-trip-Combinationen nicht veröffentlicht werden.

845 (709). Die Unkosten des Secretariats werden nach dem aus der procentualen Beteiligung der verschiedenen Parteien am westbound steerage- und eastbound steerage pool sich ergebenden Mittel verteilt.

846 (710). Die Parteien verpflichten sich, ohne allseitiges Einverständnis keinerlei Mitteilungen über



Verhandlungen oder Beschlüsse der Parteien an die Presse oder unbeteiligte dritte Personen gelangen zu lassen.

847 (711). Die Beschlüsse der Continental Conference in Newyork sind für die Parteien nicht bindend, falls sie im Widerspruch mit dem Vertrage stehen.

848 (712). Alle gefassten und noch zu fassenden Beschlüsse gelten als ein Bestandteil des Vertrages, auch wenn sie nicht von Mitgliedern des Prasidiums, sondern von anderen Unterschriftberechtigten der Parteien gezeichnet sind.

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849 (713). Alle Beschlüsse, welsch in Meetings gemass Art. 39 und Beschluss 851 durch Unterschriftberechtigte der Parteien oder durch Personen, welche dem Secretar telegraphisch oder schriftlich als bevollmächtigt angesagt wurden, unterschrieben sind, erhalten durch diese Unterschrift Rechtskraft und gelten als Beschlüsse im Sinne des Beschlusses 848. Beschlüsse über Gegenstände, welche nicht, oder nicht gemass Art. 39 auf der Tagesordnung stehen, müssen mit Stimmeneinheit angenommen werden und erhalten erst Gultigkeit, wenn bis zum dritten Tag (einschliesslich) nach Mitteilung des Protokolles beim Secretar in Jena kein Einspruch eingelaufen ist. Derart zur Rechtskraft gelangte Beschluss gelten ebenfalls als im Sinne Beschlusses 848 gefasst. Beschlüsse über Preise sind unter allen Umständen gultig. Beschlüsse über Cajutengeschäft gelten als unter dem Vertrag stehend nur dann, wenn dies ausdrücklich gesagt sind.

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850 (714). Die Reihenfolge für das Prasidium beginnt am 1. Januar mit der Packetfahrt und für das Secretariat mit der Holland Amerika Linie.

851 (715). Die ordentlichen Conferenzen finden einen Tag vor den regularen Conferenzen der A. C.

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und an denselben Orten wie diese statt. (Conf. 29. I. 09.)

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852 (716). Für skandinavische oder finnische Zwischendecker welche der Norddeutsche Lloyd oder die Hamburg-Amerika-Linie unter Berücksichtigung von Artikel 2 des Agreements mit den Britischen Linien vom 7. Juni 1898 resp. Agreement Z Art. 13 eastbound befördern, wird der Unterschied zwischen dem continentalen und dem skandinavischen eastbound Fahrpreise des betreffenden Dampfers, sowie der Betrag der Transportkosten von Bremen/Hamburg nach Skandinavien oder Finland, incl. der etwaigen Aufenthaltskosten, von den Parteien gemeinsam, d. h. im Verhältniss ihrer Eastbound-Anteile getragen. Jeder Partei steht das Recht zu, nach vorausgegangener vierzehntägiger Kündigung von diesem Abkommen zurückzutreten.

853 (717). Cajuten Agreements unterliegen der Controlle des Secretars nicht weiter, als durch Beschluss 826, 827 und 828 bedingt ist.

854 (718). Freie Fahrt zwischen New York, Boston und Philadelphia darf an Cajutenpassagiere nicht gegeben werden.

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855 (719). Die Durchbuchung von 1. und 2. Classe Passagieren nach europäischen Inlandpunkten, ausser Paris und London, ist untersagt. Dieser Beschluss unterliegt einer dreimonatlichen Kündigung.

856 (720). Die Abfertigungsgebühr an Agenten für Umtausch und Behandlung von amerikanischen Prepaids und return tickets wird auf M. 3 für 1. Cl. und M. 2 für 2. Cl. festgesetzt. Dieselbe versteht sich pro Billet, ohne Rücksicht auf die Personenzahl auf demselben. Eine weitere Vergütung für Porto und Telegramme findet seitens der Gesellschaften nicht statt.

857 (721). Während der Dauer eines Cajuten-Agreements sind die auf das Cajutengeschäft bezüglichen Drucksachen dem Secretar in gleicher Weise, wie in Art. 24 für Zwischendeck vorgesehen, einzusenden.

858 (722). Wird wegen Abweichung von vereinbarten Cajutsraten der Schiedsrichter in Anspruch genommen, so soll für denselben als Richtschnur gelten, dass bei unbeabsichtigten Versehen die Auszahlung der vollen nach der Vereinbarung zu berechnenden Passage an die anderen Parteien zu gleichen Teilen als genügende Gutmachung angesehen wird. Zutreffend-  
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enfalls sind ausserdem Cajutenpassagiere, die unter den vereinbarten Raten angenommen sind, auch im Pool zu verrechnen. Im Uebrigen werden Verletzungen der festgesetzten Preise nicht dadurch gut gemacht, dass die betreffenden Passagiere im Zwischendeckspool verrechnet werden, sei es durch das Functionieren von Beschl. 826 oder durch freiwilliges Anerbieten der betreffenden Partei.

859 (723). In Abänderung des Art. 36 wird zum Schiedsrichter bis zum 31. December 1909, der Oberlandesgerichts-Präsident Dr. Hansen in Hamburg ernannt. Im Falle der Verhinderung von Dr. Hansen soll der Präsident des Hanseatischen Oberlandesgerichts ersucht werden, dieses Amt zu übernehmen  
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oder einen anderen Schiedsrichter zu ernennen.

Agr. G. 860 (724). Die ursprünglich für Agreement G ermittelten Anteile sind lt. R. 1793 wie folgt abgeändert

10,289% für die I. Gruppe (Italiener und Orientalen),  
3,842% „ „ II. „ (andere Passagiere),  
(ihr Gesamtanteil ist also 14,131%).

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861 (725). Die Bestimmungen des Art. 12 des Vertrages und des Commentars zu Art. 12, durch welche Passagiere aus gewissen Landern als nicht unter den Vertrag fallend (exempted) gelten, werden fur die Dauer des Agreements G aufgehoben.

862 (726). Die mit direkten Dampfern der Vertragslinien ab Mittelmeer-Hafen beförderten Italiener und Orientalen (Griechen, Turken, Asiaten und Afrikaner) gelten nach wie vor als nicht unter den Vertrag fallend und bleiben von der Verrechnung im Pool ausgeschlossen.

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863 (727). Mit dem Tage, da das Agreement G mit der Cie. Gen. Transatlantique erlischt, treten alle in dem ursprunglichen Verträge, sowie in den aufgehobenen Beschlüssen 397—477 enthaltenen Bestimmungen über exempted Passagiere, sowie die im aufgehobenen Beschluss 482 bestimmten Anteile<sup>1</sup> an Contract-Passagieren ohne weiteres wieder in Kraft.

864 (728). Die Verrechnung der aus dem Verträge mit der Cie. Gen. Transatlantique sich ergebenden Compensationen findet auf Grund der in Beschluss 805 angegebenen Anteile statt.

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865 (729). Mit der Canadian Pacific Railway ist ein Vertrag laut Agreement J geschlossen, laut welchem derselben 5,429% von der westbound Zwischen-decks-Beförderung der 4 Poolparteien von nordlichen Hafen zustehen. Von den aus dem Agreement sich ergebenden Compensationzahlungen entfallen auf

Hamburg-Amerika Linie	27,22%
Holland-Amerika Linie	9,20 „

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<sup>1</sup> Dieselben sind durch einen Vertrag zwischen der Hamburg Amerika Linie und dem Norddeutschen Lloyd abgeändert.

Norddeutscher Lloyd	36,84 „
Red Star Line	13,49 „
Cit. Gen. Transatlantique	13,25 “

866 (730). Zwischen den N.D.L.V. Linien und Transat und der American Line ist für eastbound steerage Geschäft ein Vertrag lt. Agreement L geschlossen. (S. Beschl. 895.)

867 (731). An den Rechten und Pflichten, die sich aus Agreement N mit der Austro Americana und Agreement O mit der Adria ergeben, sind die Parteien mit den in Beschluss 865 angegebenen Sätzen beteiligt, soweit es sich nicht um individuelle Verpflichtungen, als Zahlung von Commission etc. handelt<sup>1</sup>.

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868 (732). Die Beschlüsse 819 and 822 werden für Schweizer Passagiere und Schweizer Agenten aufgehoben (Schweizer in beiden Fällen im Sinne des Commentars zu Art. 12 verstanden).

869 (733). Für den Zuschuss der Holland-Amerika Linie und der Red Star Line zu den Kosten der Controlstationen sollen Zinsen auf das Anlage-Capital, Abschreibungen, Reparaturen und sonstige Unkosten einerseits, die Einnahme andererseits in Betracht gezogen werden. Die Höhe der Zinsen und Abschreibungen wird weiterer Vereinbarung vorbehalten.

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870 (734). Die Hamburg-Amerika Linie und der Nordd. Lloyd werden bemüht bleiben, dass die Passagiere der nichtdeutschen Linien unbehindert die schlessische, sächsische und russische Grenze passieren können.

871 (738). Dem Fahrkarten-Bureau in Budapest kann auf amerikanische Eisenbahnbillets eine Commission bis zu 5% bewilligt werden. (Conf. 31. III. 05.)

<sup>1</sup> Die an di Adria zu zahlende Vergütung ist lt. Schiedsspruch keine individuelle Verpflichtung.

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872 (739). Wenn das Fahrkartenbureau in Budapest Passagiere expediert, die bereits anderweitig eine Anzahlung geleistet haben, so steht demselben keine Commission zu. (Conf. 9. VI. 05.)

873 (740). Für Pooldistricte dürfen weder in Europa noch in Amerika Ausnahmeraten gemacht werden ohne vorherige Zustimmung aller Parteien. (Conf. 9. VI. 05.)

874 (741). Den jüdischen Hilfsvereinen kann als Ermässigung die Agentencommission von M. 15.— bewilligt werden. (Conf. 9. VI. 05.)

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875 (742). Der Vertrag mit der Adria bietet keine directe Handhabe, die Passagiere, die aus Ungarn direct über Antwerpen für die Cunard geschickt werden, in die Beforderungsziffer der Cunard von Fiume einzubeziehen. Es ist aber Voraussetzung des Vertrages gewesen, dass die Beforderung über Antwerpen aufhore und deswegen ist diese Beforderung als selbstverständlich in die Abrechnung mit der Adria aufzunehmen. (Conf. 26. V. 06.)

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876 (743). Der Anspruch Austros auf ihre 4% von den Passagieren, die die Cunard mehr als 32500 in einem Kalenderjahr über Fiume, Triest und Antwerpen befördert, wird nicht anerkannt, da die Voraussetzung hierfür, das Zustandekommen des Agreement P mit der Cunard Line, nicht eingetroffen ist. Dagegen wird anerkannt, dass sie Anteil an der etwa von der Adria verrechneten Compensation hat. Wenn ein Vertrag mit der Cunard Line bezügl. deren Fiume Dienstes zu Stande kommt, soll eine Revision des Vertrages mit der Austro-Americana stattfinden. (Conf. 17./18. I. 08.)

877 (744). Falls die Austro Americana im Durchschnitt von je 5 Jahren (also von 1904/8, 1909/13) nicht 6% Dividende verteilt, verpflichten sich Hapag.

Naßm, Lloyd, Star und Transat den im Laufe solcher 5 Jahre an einer 6% Verzinsung des von den deutschen Gesellschaften bei der A.A. investirten Capitals fehlenden Betrag gemäss den in Beschlus 865 genannten Anteilen zu Gunsten der beiden deutschen Linien aufzubringen. (Conf. 12. IX. 06.) Die hiermit ausgesprochene Garantie versteht sich nur bis zum Ablauf des Vertrages I mit der A.A., und innerhalb der Dauer desselben auch nur auf die Capitalbeteiligung gemäss dem Vertrag I. Im Falle einer Capitalerhöhung haben neue Verhandlungen stattzufinden. (S. Beschluss 910.)—Auf die von den beiden deutschen Gesellschaften übernommene Garantie einer 4% Dividende der A. A. findet die Garantie der Parteien keine Anwendung.

596

878 (745). Von den durch die Austro Americana beförderten in Zwischenhafen eingenommenen exempted Passagieren sind so viele in die Poolrechnung einzustellen, als zur Begleichung eines etwaigen Minus der Austro Americana erforderlich sind. Auf die Preisregulirung der Austro Americana bleiben die dergestalt verrechneten exempted Passagiere ohne Einfluss. (Conf. 12. IX. 06.)

879 (746). Die Abrechnung mit der Austro Americana wird für jedes Jahr, westbound wie eastbound, mit dem 31. Dezember abgeschlossen. (Conf. 15. I. 07.)

597

880 (748). Auf nicht durch das Fahrkarten-Bureau gebuchte ungar. Passagiere wird das ungarische Kopfgeld von keiner Linie bezahlt werden. (Conf. 15. I. 07.)

881 (749). Auf Wunsch von Transat und Austro-Americana wird constatirt, dass diese beiden Linien dem N.D.L.V. nicht als Mitglieder angehören, obgleich sie mit demselben in Verhältnis stehen und im allge-

598

meinen den Bestimmungen desselben unterstehen. (Conf. 15. I. 07.)

882 (750). Dem Ersuchen der American Line und Transats, die Eastbound Rate nach Neapel auf \$ 4.50 über ihrer Turin Rate festsetzen zu können, wird stattgegeben, so lange sie in dem Pool unter Agreement L Plusparteien sind und vorbehaltlich vierwochentlicher Kündigung. (Conf. 15. I. 07.)

599

833 (751). Wenn eine Poolpartei von einer andern Poolpartei Zwischendecksplätze chartert, so sind die derart beförderten Passagiere nicht seitens der Linie zu verrechnen, mit deren Schiffen sie reisen, sondern seitens der Linie, welche die Plätze gechartert hat. Dieser Beschluss unterliegt jedoch jederzeitiger vierwochentlicher Kündigung. (Conf. 26. XI. 07.)

600

884 (752). Hapag erkennt an, dass für die Streitfrage ihrer Shortage aus 1905 der Schiedsrichter auch nach etwaigem Ablauf des Pools zuständig ist. Sollte der Spruch des Schiedsrichters gegen Hapag ausfallen so behält Hapag sich das Recht vor, aus dem Jahre 1907 einen gleichen Anspruch gegen Nasm und Star zu erheben und erkennen Nasm und Star für solchen Fall in gleicher Weise die Zuständigkeit des Schiedsrichters auch nach etwaiger Auflösung des Pools an. Nasm und Star behalten sich eventuell vor, ebenfalls aus 1907 Ansprüche gegen Hapag geltend zu machen. (Conf. 26. XI. 1907.)

885 (753). Der Schiedsrichter bleibt für alle sich etwa ergebenden Differenzen, die innerhalb eines Jahres nach Auflösung des Vertrages ihm zur Entscheidung übergeben werden, zuständig. (Conf. 26. XI. 07.)

886 (754). Alle Monatsabrechnungen gelten als provisorische. Dadurch, dass dieselben nicht bean-



standet werden, wird das Recht, gegen die Jahresabrechnung Ausstellungen zu machen, nicht ausgeschlossen. (Conf. 26. XI. 07.)

887 (758). Die von Transat auf der von ihr demnächst zu errichtenden Linie Bordeaux-New York beförderten Passagiere aus Spanien sind von ihr in der ersten Gruppe zu verrechnen. (Conf. 17./18. I. 08.)

888 (759). Die Parteien werden an der Grenze von ihren Passagieren für Kost und Logis im Hafenplatz nicht mehr als M. 8.—pro Erwachsenen erheben. (Conf. 17./18. I. 08.)

602

889 (761). Der westbound II Classe Preis für D. Nieu Amsterdam wird M. 10.—höher als im II. Classe Agreement v. 5. Febr. 1908 angegeben. (Conf. 17./18. I. 08.)

890 (765). Der § 8 des Abkommens mit der Adria vom 14. November 1904 wird bis zum 31. Dezember 1908 verlängert, in der Weise, dass die Rechnung vom 1. Januar 1907 bis 31. Dezember 1908 einheitlich durchgeführt wird, d. h. dass die Zeit vom 1./1. 07 bis 31./12. 08 eine Rechnungsperiode darstellt. (Conf. 26./27. III. 08.)

891 (770). Die Beschlüsse G 1—3 sind aufgehoben, unbeschadet der sich aus ihrer Gültigkeitsperiode noch ergebenden Verrechnungen. (Conf. 26./27. III. 08.)

603

892 (772). Transat ist an den von den British Lines oder an die British Lines unter dem Atlantic Conference Verträge zu leistenden Zahlungen

	westbound mit	9.03%
	eastbound mit	17.47%
Austro:	westbound mit	3.85%
	eastbound mit	3.30%

beteiligt. (Conf. 23. V. 08.)

604

893 (773). Die Frage der Kompensierung der Red Star Line C soll dem Schiedsrichter zur Entscheidung übergeben werden.<sup>1</sup> (Conf. 23. V. 08.)

894 (774). Das Uebereinkommen der N.D.L.V. Linien, bis zur Regelung der Beforderung passloser Ungarn eine ablehnende Haltung bezüglich Konzessionierung in Ungarn zu beobachten, besteht weiter. (Conf. 23. V. 08.)

605

895 (775). Bezüglich des Agreement L mit der American Line wird konstatiert, dass dasselbe durch Agreement A.A. hinfällig geworden ist, dass aber Herr Sanderson erklärt hat, dasselbe formell fortbestehen lassen zu wollen, d. h. die von der American Line beförderten italienischen und orientalischen Passagiere weiterhin aufzugeben mit Rücksicht auf die Anwendung des Agreement L mit Transat. (Conf. 23. V. 08.)

896 (776). Star hat einen Vertrag mit einem Agenten in Warschau, dem für die Beforderung seiner Passagiere durch die Kontrollstationen anheimgegeben werden soll, sich mit letzteren bestmöglich zu verständigen. (Conf. 23. V. 08.)

606

897 (779). Auf Antrag der Red Star Line wird ihr Agent M. Feuerstein in Czernowitz und gleichzeitig das Bureau in Lemberg, 99 Grodecka, in welchem er interessiert ist, disqualifiziert zur Aufrechterhaltung der Disziplin unter den Agenten. Vorläufig soll diese Disqualifizierung für 6 Monate gelten, von dem Tage an gerechnet, welchen die Red Star Line bestimmen wird, da Feuerstein, behauptet, durch einen Vertrag geschützt zu sein. (Conf. 26. VIII. 08.)

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<sup>1</sup>Hapag stimmt diesem Beschlusse nicht bei, unter Aufrechterhaltung ihres Standpunktes in der Darlegung an den Schiedsgerichter vom 14. XII. 08. (Conf. 29. I. 09.)

898 (782). Transat wird die Passagiere, welche sie (unter A. C. Minute 70) zu der reduzierten Rate befordert, den N. D. L. V.-Linien gegenüber unter Agreement L verrechnen. Die N. D. L. V.-Linien dagegen brauchen derartige von ihnen beförderte Passagiere nicht in die Rechnung unter Agreement L einzustellen. (Conf. 26. VIII. 08.)

899 (783). Das Kostgeld für russische Cassa Passagiere beträgt für die Dauer der Quarantane Mk. 10. (10. IX. 08 telegraphisch.)

900 (786). Die Protokolle des N. D. L. V. werden in Zukunft gemäss dem Bericht des mit der Prüfung dieser Frage beauftragten Comité's geführt werden, das ist wie folgt:

608

a) Referate über die Sitzungen, wie sie in den letzten Jahren gebräuchlich geworden sind, sollen nicht mehr gemacht werden. Aufzeichnungen, die von Anwesenden für ihre persönlichen Zwecke gemacht sind, haben keine Beweiskraft und dürfen für den Schiedsrichter in keinem Falle zur Verwendung kommen.

b) Von jeder Sitzung wird unter Leitung des Vorsitzenden ein Protokoll aufgenommen, in der Weise, dass jeder Beschluss sofort, nachdem der betreffende Gegenstand erledigt ist, redigiert und vorgelsen wird. Das Protokoll soll nur diejenigen Beschlüsse enthalten, die von längerer Dauer sind und auf die Verrechnung der Parteien und die Ausführung des Vertrages Einfluss haben. Zu den Beschlüssen kann durch Entscheidung des Vorsitzenden eine Erläuterung gegeben werden, welche dann als Fussnote klein gedruckt aufzunehmen ist.

609

c) Die Beschlüsse werden fortlaufend nummeriert. Alljährlich findet eine Revision derselben statt, wobei die gegenstandslos gewordenen ausgeschaltet und die

verbleibenden unter fortlaufender Nummer neu gedruckt werden.

d) Auf schriftlichen Wege gefasste Beschlüsse werdend am Ende jedes Quartals gedruckt und herausgegeben, wenn nicht fruher eine Konferenz stattfindet, in welchem Falle sie den auf dieser gefassten Beschlüssen vorangestellt werden, unter Hinzufugung der Nummer des Rundschreibens, in welchem die Beschlussfassung mitgeteilt ist. (Conf. 29./21. X. 08.)

611

901 (787). Cie. Gle. Transatlantique und Austro Americana sind an den Zahlungen an die, und von der Russian East Asiatic Line in demselben Verhaltnis beteiligt, wie an den Zahlungen and die und von den British Lines. (Beschluss 892.) (Conf. 20/21. X. 08.)

612

902 (790). Die Kundigung des Agreement L mit der Transatlantique wird zuruckgezogen; sollten eventuell Neuverhandlungen mit den Italienischen Linien fur die N. D. L. V.-Linien die Notwendigkeit ergeben, die Kundigung zu wiederholen, so wird die Transatlantique dieselbe jederzeit und zwar auf vier Wochen acceptieren. Die Rechnung wird dann mit dem letzten des Monats, in welchem die vier Wochen abgelaufen, abgeschlossen. (Conf. 20./21. X. 08.)

903 (791). Das amerikanische Kopfgeld soll entweder gesondert erhoben werden oder in den Zwischendeckspries durch entsprechende Erhohung eingeschlossen werden. (Conf. 29. I. 09.)

904 (792). a) Das Abkommen, welches Herr Generaldirektor Ballin mit der Canadian Pacific Railway betreffs der Errichtung einer neuen Linie von Hamburg, Bremerhaven und Rotterdam laut beigefugtem Memorandum abgeschlossen hat, wird genehmigt und es wird beschlossen, dass diese neue Linie fur gemein-

schaftliche Rechnung der N.D.L.V.-Linien, der Cie. Gle. Transatlantique und der Austro Americana betrieben wird. Die gemeinschaftliche Rechnung basiert auf dem Durchschnitt der Westbound und Eastbound Prozente der genannten Parteien, und zwar der Westbound Prozente gemäss R. 3588 und der Eastbound Prozente gemäss R. 3595, wobei die Austro Americana eastbound mit 4% eingereiht wird. (R. 3748.)\*)

\*) Demnach beträgt die Beteiligung der einzelnen Linien

	Westbound	Eastbound	Durchschnitt	614
Hapag .....	27.34%	21.37%	24.355%	
Nasm .....	9.24%	10.55%	9.895%	
Lloyd .....	36.99%	32.51%	34.750%	
Star .....	13.55%	14.80%	14.175%	
Transat .....	9.03%	17.47%	13.250%	
Austro .....	3.85%	3.30%	3.575%	
	<hr/>	<hr/>	<hr/>	
	100.00	100.00	100.00	

b) Die Red Star Line macht ihre Genehmigung davon abhängig, dass, für den Fall die Canadian Pacific Railway ihr Antwerpener Passagegeschäft später selbst betreiben sollte, die neue Linie dann Antwerpen anlaufen wird und die Red Star Line in Antwerpen für dieselbe als managing Line handelt.

615

c) Die naheren Abmachungen, in welcher Weise der Dienst für gemeinschaftliche Rechnung betrieben werden soll, werden durch ein Comité festgestellt, in welchem jede Linie vertreten ist. (Conf. 2. XII. 08.)

905 (793). Die Parteien nehmen von dem Vertrag, den Herr Generaldirektor Dr. Wiengand in Berlin am 26. November 1908 mit der Kgl. Ung. Regierung geschlossen hat, Kenntnis. Die Parteien, mit Ausnahme des Norddeutschen Lloyd, sind nicht für An-

*Petitioner's Exhibit 12-b*

616

nahme dieses Vertrages und sprechen die Erwartung aus, dass sich ein Mittel finden wird, die Sachlage quo ante wieder herzustellen. Sollte sich hierfür keine Möglichkeit ergeben, so erklären die Hamburg-Amerika-Linie, die Red Star Line und die Cie. Gle. Transatlantique schon heute, auf die Konzession für die Dauer dieses Vertrages zu verzichten; die Holland Amerika Linie behalt sich vor, das Gleiche zu tun.<sup>1</sup>— (Conf. 2. XII. 08.)

617

906 (794). Der Vertrag zwischen der Adria und den N.D.L.V.-Linien, datiert Bremen, 7. November 1908 (R. 3687), wird hiermit genehmigt. (Conf. 2. XII. 08.)

907 (795). Der Schiedsspruch des Herrn Wilding vom 27. Oktober 1908 in Sachen der Austro Americana gegen die anderen Parteien tritt in Kraft mit dem 1. November 1908 und endet mit dem Aufhören des Agreements A.A. (28. Februar 1911.) (Conf. 2. XII. 08.)

618

908 (796). Die Definition bezüglich Herkunft und Bestimmung der von der Austro Americana gemäss dem Schiedsspruch des Herrn Henry Wilding vom 27. Oktober 1908 eastbound zu verrechnenden Passagiere wird durch das Agreement A.A. gegeben.—(Conf. 2. XII. 08.)

909 (797). In § 1 des Agreements N werden die Worte „auf ihrer Linie Triest-Newyork“ gestrichen. Die Änderung tritt in Kraft vom 1. Januar 1908 an gerechnet. (Conf. 2. XII. 08.)

910 (798) Nachdem die deutschen Linien sich im Juni 1907 mit weiteren 624 800 Kronen bei der Austro

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<sup>1</sup>Gegen diesen Beschluss hat Lloyd Protest eingelegt.

Americana beteiligt haben, um ihre Aktien-Majorität aufrecht zu erhalten, wird der Beschluss 877 dahin geändert, dass die darin erwähnte Garantie auch auf diese Kapitalsbeteiligung Anwendung findet.—(Conf. 2. XII. 08.)

911 (799). Den N.D.L.V.-Linien ist untersagt, direkt oder indirekt mit Reisebureaux in Oesterreich Verkehr zu unterhalten; ausgenommen sind die folgenden Reisebureaux für die dabei genannten Linien:

Star	N. Mandel,	Brunn.	
"	M. Feuerstein (Globus),	Czernowitz.	620
"	S. Biesiadecka,	Oswiecim.	
Hapag	Rebenwurz,	Oderberg.	
"	Russel,	Wien.	
"	Kieszewska,	Sanok.	
" (Nasm?)	Aschkenas & Karwowsky,	Husiatyn.	
Nasm & Austro	Kapeller (Columbus),	Czernowitz,	
		Brody, Husiatyn.	
Nasm	Kristan,	Laibach.	
Transat	G. Chiste,	Trient.	
Star	P. Christofidis,	Triest.	
Transat	Gottardi,	Innsbruck.	
"	Szmarda,	Laibach.	
Hapag	Kronhelm,	Trzebinia.	621
Nasm	Schick & Rosenbaum,	Prag.	
Austro	Ranaz,	Ragusa.	

Falls eine Linie den Verkehr mit einem ihr wie oben zuerkannten Reisebureau aus irgend welchem Grunde lost, oder falls der Verkehr sonstwie aufhört, werden die anderen Linien mit einem solchen Reisebureau keinen neuen Verkehr anknüpfen.—Dieser Beschluss ist dreimonatlicher Kundigung unterworfen. (Conf. 2. XII. 08.)

622

*Petitioner's Exhibit 13*

912 (800). Bei separater Erhebung der head tax beträgt das Aequivalent von \$ 4=20 Kronen=17 Mark = 8 Rubel = 20 Francs = 10 Gulden holl. Dieser Beschluss ist dreimonatlicher Kündigung unterworfen. (Conf. XII. o8.)

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**Petitioner's Exhibit 13.**

## COPY

623

New York, February 28, 1907.

Mr. Lawson Sandford, Secretary,  
The Continental Conference,  
19 Broadway, City.

Dear Sir:

624

The boycott against the Russian Volunteer Fleet by the Conference lines has resulted, in a number of instances, in making agents, who are afraid to handle our tickets, degrade themselves by telling all sorts of malicious falsehoods about the steamers of our Company. Agents have told us themselves that they were forced to try to divert business from us by telling customers that our steamers take 17 to 20 days, that they are unsafe, and that it is a fortunate occurrence if steamers ever arrive at destination. Today we have a letter from an agent who, after having sold a first-cabin ticket, says that the purchaser, who is a reverend gentleman of responsibility, was approached by two well-known Conference agents who gave him no end of worry by telling him that the line was not fit to send his dog by, that it has the worst steamers any company can have, that the food given on them was unfit for any man to eat, and that he should demand



*Petitioner's Exhibit 14 for Identification*

625

his money back and buy a ticket over one of the other S. S. lines that they represent.

So far we have listened to all these things without thought of retaliation but our patience is now exhausted. The virtuous members of Conference, who are otherwise so thoughtful concerning the business methods of the agents, have knowingly placed in their hands and, against their own wish, have forced them to use a weapon which is a glaring disgrace to any community.

Yours truly,  
(s) C. B. RICHARD & CO.,  
General Agents,  
Russian Volunteer Fleet.

626

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**Petitioner's Exhibit 14 for  
Identification.**

COPY

New York, Sept. 25, 1906.

Mr. S. E. Morse, Secretary,  
Trans-Atlantic Conferences,  
New York City.

Dear Sir:

627

Will you please inform the members of the Continental Conference that I will not await the pleasure of their lawyer's advice to them longer than the 29th inst. I leave for Hot Springs today but I have instructed Mr. W. L. Simmons of my office to take all the proofs to U. S. District Attorney Stimson on Monday in case he does not hear from you in the meanwhile. I am sorry to be forced to such a measure, but I find it to be the only way to guard interests entrusted to us that the Continental Conference is seeking to destroy.

Yours very truly,  
(s) O. L. RICHARD.

628

**Petitioner's Exhibit 15.**

Copy books marked for identification.

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**Petitioner's Exhibit 16.**

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Copy books marked for identification.

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**Petitioner's Exhibit 17.**

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**Petitioner's Exhibit 18.**

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Copy books marked for identification.

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**Petitioner's Exhibit 19.**

HOLLAND-AMERIKA LIJN.

Rotterdam, June 21st, 1904.

No. 375                      Tuesday.

HOLLAND-AMERICA LINE.

New York.

Gentlemen:

641

With regard to the cable correspondence which took place between you and us last week, with the result that Hapag has reduced its eastbound steerage rate until further notice to \$20—and that we have reduced the same rate for the sailing of S. S. Rotterdam June 21st to also \$20 we are quite anxious to know what the effect of these reductions will be.

With regard to the part of your cable of the 18th instant, saying:

642

“Wy geven U in overweging voor te stellen enforcement conference rules forbidding agents “booking Cunard Line all services,” we beg to observe that considering such action at this moment not free from danger to our own interests we have abstained from following your suggestion. We strongly fear that by enforcing conference rules we would drive Cunard to freely use anti-trust legislation against us in whatever way this would be possible and with Mr. Sandford as a Cunard employee we may be certain that if any evidence against us could be presented, it would certainly be expert evidence. Another thing is that we have never seen great results of enforcing Conference rules against a strong and popular line which quotes low rates, unless we are willing to equally lower our rates to the basis of the competing line. We hope to be able to keep our present prepaid rates notwithstanding Cunard's attack upon them. The reduction which an-

noys Cunard most is the one we have made in the Hungarian prepaid rate to \$19, about which we cabled you on the 14th instant and which includes board and lodging.

Your favor No. 785 has had our attention, and the part of it which refers to the fact that the White Star and American Line have made no proviso against the low British and Scandinavian prepaid rates being used or rather misused for Continental prepaids has been brought to the notice of the other lines.

Yours very truly,  
HOLLAND-AMERICAN LINE.

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**Petitioner's Exhibit 20.**

(Circulars substantially identical with this are issued to all agents of the Continental Conference and the Mediterranean Conference.)

*Circular No. 3—This Cancels All Former Circulars.*

THE NORTH-ATLANTIC PASSENGER  
CONFERENCE

Composed of

647 THE ALLAN LINE, Montreal-Liverpool. Montreal-Glasgow. Boston-Glasgow.	THE CUNARD LINE, New York Liverpool. Boston-Liverpool.
	THE DOMINION LINE. Montreal-Liverpool.
THE AMERICAN LINE, New York-Southampton. Philadelphia-Liverpool.	
	THE SCANDINAVIAN-AMERICAN LINE. New York-Copenhagen.
648 THE ANCHOR LINE. New York-Glasgow.	THE WHITE STAR LINE. New York-Liverpool. Boston-Liverpool.

TO ALL AGENTS.

The Rules and Regulations as now in force, of each of the Lines, covering all of their several Services, and which relate to first-class, second-class, and third-class or steerage passages, are reprinted below for the convenience and guidance of agents.

The agents must comply with the letter and spirit of these Rules and Regulations, under the alternative of loss of agency or such other action as may be warranted in each case.

Agents are especially requested, in compliance with a Rule below, to report any violation of the Rules and Regulations that may come to their knowledge, WITH PROOF, to the Conference.



Each Line will fix and will announce on its own circulars the rates of passage by its steamers and the commissions to be retained by its agents.

THE RULES AND REGULATIONS ARE AS FOLLOWS:

1. All tickets must be sold at current tariff rates. The entire amount of commission granted by the Line must be retained by its agents. All drawbacks, discounts, commissions, presents or allowances, of any description, made with a view of influencing passengers, are prohibited. No improper inducements shall be held out, directly or indirectly, to purchasers of tickets, whether by offer in letter, circular or newspaper advertisement or otherwise.

650

2. Steerage passengers booked through to inland points in Europe or to or from inland points in America, on both outward (Eastbound) and prepaid (Westbound) business, shall be charged the actual tariff inland American and or European rail rates in addition to the ocean fare, except where special through rates are authorized by circular of a Steamship Line.

3. The actual amount received for passage money must always appear on the passage ticket, which must also bear the actual date of issue and place of sale. Advices of all sales must be sent to the General Agents promptly, accompanied by remittance.

651

4. No commission will be paid by any Line to agents on letters or cards of introduction. No agent shall be entitled to a commission except on the actual issue of a ticket and direct receipt by him of the passage money.

No agent shall accept any commission or allowance of any description from any person, firm or company in Europe or in America, on the business he transacts

except the commission granted him by the Conference, line or lines he represents by direct appointment.

5. No agent shall send or allow others to send his tickets outside of his own office for sale. No agent shall sell tickets to or have dealings with former or disqualified agents, peddlers, runners or persons of any sort, endeavoring to do steamship business, nor shall he be allowed to employ agents of any description, or any person to solicit steamship business in front of his office.

653

6. Agents shall be allowed to sell passage tickets only in the office for which they have been appointed. No agent shall be allowed to sell tickets for a Line he does not represent or assist in any way to procure such tickets. No agent shall be allowed to sell tickets to another agent over any line which the latter does not represent. Agents are prohibited from advertising themselves as agents for, or to do business in any way over, Lines they are not authorized to represent by direct appointment.

654

7. No agent shall hold or accept for sale any form of tickets other than those supplied him by the Conference Line or lines he represents. No agent shall issue orders, certificates, passage contracts or tickets of his own or of any other individual or firm, etc., nor shall he be permitted to issue orders, certificates, passage contracts or tickets on private correspondents or firms in Europe or elsewhere for outward or prepaid business. No agent shall advise the names or addresses of prepaid passengers to any one in Europe or elsewhere.

8. Any agent who shall be ascertained to be in default to a Line, Member of this Conference or of the Continental Conference or of the Mediterranean Con-

erence shall thereupon be dismissed and disqualified by all the Lines, Members of these Conferences.

9. Agents are prohibited from booking passengers for any steamer except those of the Lines, Members of the Continental, the Mediterranean and the North-Atlantic Passenger Conferences, unless Conference gives express permission in writing. Agents are prohibited from selling passage tickets under false representations as to the Line or the route by which the passenger is to be transported.

10. Advertising.

656

(a) By the term ADVERTISEMENT shall be covered all posters, circulars, handbills or other announcements in regard to Steamship business, newspaper advertising, paid reading notices, etc.

(b) All advertisements shall conform to the truth.

(c) No comparison shall be made in any advertisements or verbal statement made, reflecting upon or instituting unfavorable comparisons between one Line or steamer and any other.

(d) All advertisements shall contain the date and place of issue.

(e) All advertisements or offers otherwise of a rate of passage to or from Europe shall include the name of the Line and service (and/or steamer if more than one rate applies to its steamers) over which the rate is available and with a rate advertised or offered otherwise in the interior a clear statement shall be made whether it is for ocean passage or for through ocean and rail passage and showing the class of accommodation covered thereby.

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(f) All advertisements announcing reductions in rates shall include the actual rates.

658

(g) No cut of a steamer not employed in the North-Atlantic trade of a Line, Member of Conference, shall be used in an advertisement.

(h) No claim shall be made in an advertisement of a greater size for a steamer than the gross registered tonnage of such steamer as published in Lloyd's Register, the Bureau Veritas or Germanischer Lloyd.

(i) Bill posting must be restricted at all places to the immediate premises of each agent.

659 (k) No agent shall advertise himself as a "general agent" or "general passenger agent" on letterheads or otherwise.

(l) All advertisements or circulars issued by General Agents, or Agents, must be submitted to and approved by the General Agents of the Line either in New York, Montreal, Boston, Philadelphia, or Chicago, before publication.

If this is not done and any advertisement is issued of an objectionable nature, the agent will be liable to penalties provided for elsewhere for violation of rules.

660

11. No advices of prepaid steerage tickets will be accepted by any Line unless the passengers are booked through to final destination. Agents must remit immediately upon the sale of a prepaid steerage ticket for the ocean and inland transportation to either the General Agency at the port of landing in America of the Steamship Company by which the prepaid passenger is to be forwarded, or to the official General Passenger Agency of such Company in the interior in whose territory the agent is located. Colonist rail tickets may be issued in the Dominion of Canada in connection with ocean tickets.

12. When an agent is disqualified, the sale of Steamship tickets for all classes of business at his place

or places of business and/or residence is thereby prohibited.

By the term "agent" is covered the individual or the members of a firm employed as agent.

The members of a firm declared disqualified are therefore also declared to be individually disqualified.

13. Agents will be held responsible for all transactions relating to the business of the Lines, carried on in their offices or premises, whether by themselves or others.

14. Agents shall not be entitled to commission on tickets purchased to test the observance of rules, even though no rule may have been violated in making the sale.

662

15. For any violation of these Rules, and unless otherwise therein provided for, agents shall for the first offense be fined not exceeding \$100; for the second offense not less than \$100; and for the third offense they shall be disqualified. Nothing, however, herein shall prevent the Conference from disqualifying an agent for any offense, if circumstances warrant.

16. No agent shall be justified in committing any breach of these Rules, because some other agent may be doing so. It shall be the duty of every agent to adhere strictly to the Rules, and to report any violation thereof that may come to his knowledge, *with proof in the form of an affidavit* to the conference, or to the General Agents of any Conference Line.

663

19 Broadway.  
New York, May 1, 1906.

664

**Petitioner's Exhibit 21.**

*Circular No. 12—Third Series. This Cancels All Former Circulars.*

**THE CONTINENTAL CONFERENCE.**

The French Line.

The Hamburg-American and Hansa and Union Lines.

The Holland-America Line.

The North German Lloyd S. S. Co.

The Red Star Line.

**TO ALL AGENTS.**

665

The Rules and Regulations of each of the Lines covering all of their several services, as now in force, and which relate to first class, second class and third class or steerage passages, are reprinted below for the convenience and guidance of agents.

The agents must comply with the letter and spirit of these Rules and Regulations under the alternative of loss of agency or such other action as may be warranted in each case.

Agents are especially requested, in compliance with a Rule below, to report any violation of the Rules and Regulations that may come to their knowledge WITH PROOF, to the undersigned.

666

Each Line will fix and will announce on its own circulars the rates of passage by its steamers and the commissions to be retained by its agents.

The rules and Regulations are as follows:

1. All tickets must be sold at current tariff rates. The entire amount of commission granted by the Line must be returned by its agents. All drawbacks, discounts, credits, commissions, presents or allowances, of any description made with a view of influencing passengers, are prohibited. No improper inducements shall be held out, directly or indirectly, to purchasers of tickets, whether by offer in letter, circular or newspaper advertisement or otherwise.

2. Steerage passengers booked through to inland points in Europe or to or from inland points in America, on both outward (Eastbound) and prepaid (Westbound) business, shall be charged the actual tariff inland American and or European rail rates in addition to the ocean fare, except where special through rates are authorized by circular of a Steamship Line.

3. The actual amount received for passage money must always appear on the passage ticket, which must also bear the actual date of issue and place of sale. Advices of all sales must be sent to the General Agents promptly, accompanied by remittance.

668

4. No commission will be paid by any Line to agents on letters or cards of introduction. No agent shall be entitled to a commission except on the actual issue of a ticket and direct receipt by him of the passage money.

No agent shall accept any commission or allowance of any description from any person, firm or company, in Europe or in America, on the business he transacts except the commission granted him by the Conference Line or Lines he represents by direct appointment.

5. No agent shall send or allow others to send his tickets outside of his own office for sale. No agent shall sell tickets to or have dealings with former or disqualified agents, peddlers, runners, or persons of any sort, endeavoring to do steamship business nor shall he be allowed to employ agents of any description, or any person to solicit steamship business in front of his office.

669

6. Agents shall be allowed to sell passage tickets only in the office for which they have been appointed. No agent shall be allowed to sell tickets for a Line he does not represent. No agents shall be allowed to sell tickets to another agent over any Line which the latter

*Petitioner's Exhibit 21*

670

does not represent. Agents are prohibited from advertising themselves as agents for, or to do business in any way over, Lines they are not authorized to represent by direct appointment.

671

7. No agent shall hold or accept for sale any form of tickets other than those supplied him by the Conference Line or Lines he represents. No agent shall issue orders, certificates, passage contracts or tickets of his own or of any other individual or firm, etc., nor shall he be permitted to issue orders, certificates, passage contracts or tickets on private correspondents or firms in Europe or elsewhere for outward or prepaid business. Nor to advise the names or addresses of prepaid passengers to any one in Europe or elsewhere.

8. Any agent who shall be ascertained to be in default to a Line, Member of this Conference or of the Mediterranean Conference or of the North Atlantic Passenger Conference shall thereupon be dismissed and disqualified by all the Lines, Members of these Conferences.

672

9. Agents are prohibited from booking passengers for any steamer except those of the Lines, Members of the Continental, the Mediterranean and the North Atlantic Passenger Conferences, unless Conference gives express permission in writing. Agents are prohibited from selling passage tickets under false representations as to the Line or the route by which the passenger is to be transported.

10. Advertising.

(a) By the term ADVERTISEMENT shall be covered all posters, circulars, handbills or other announcements in regard to Steamship business, newspaper advertising, paid reading notices, etc.



(b) All advertisements shall conform to the truth.

(c) No comparison shall be made in any advertisement or verbal statement made, reflecting upon or instituting unfavorable comparisons between one Line or steamer and any other.

(d) All advertisements shall contain the date and place of issue.

(e) All advertisements or offers otherwise of a rate of passage to or from Europe shall include the name of the Line and service (and) or steamer if more than one rate applies to its steamers) over which the rate is available, and with a rate advertised or offered otherwise in the interior a clear statement shall be made whether it is for ocean passage or for through ocean and rail passage and showing the class of accommodation covered thereby.

674

(f) All advertisements announcing reductions in rates shall include the actual rates.

(g) No cut of a steamer not employed in the North Atlantic trade of a Line, Member of Conference, shall be used in an advertisement.

(h) No claim shall be made in an advertisement of a greater size for a steamer than the gross registered tonnage of such steamer as published in Lloyd's Register, the Bureau Veritas or Germanischer Lloyd.

675

(i) Bill posting must be restricted at all places to the immediate premises of each agent.

(k) No agent shall advertise himself as a "general agent" or "general passenger agent" on letterheads or otherwise.

11. No advices of prepaid steerage tickets will be accepted by any Line unless the passengers are booked

676

through to final destination on Steamship Company's blanks. Agents must remit immediately upon the sale of a prepaid steerage ticket for the ocean and inland transportation to either the General Agency at the port of landing in America, of the Steamship Company by which the prepaid passenger is to be forwarded on to the official General Passenger Agency of such Company in the interior in whose territory the agent is located.

677 12. When an agent is disqualified, the sale of Steamship tickets for all classes of business at his place or places of business and/or residence is thereby prohibited.

By the term "agent" is covered the individual of the members of a firm employed as agent.

The members of a firm declared disqualified are therefore also declared to be individually disqualified.

13. Agents will be held responsible for all transactions, relating to the business of the Lines, carried on in their offices or premises, whether by themselves or others.

678 14. Agents shall not be entitled to commission on tickets purchased to test the observance of rules, even though no rule may have been violated in making the sale.

15. No agent shall be justified in committing any breach of these Rules, because some other agent may be doing so. It shall be the duty of every agent to adhere strictly to the Rules, and to report any violation thereof that may come to his knowledge, with proof, in the form of an affidavit, to the Secretary.

LAWSON SANFORD,  
Secretary.

19 Broadway.  
New York, June 1, 1903.

**Petitioner's Exhibit 22.**

679

*Circular No. 15—Third Series. This Cancels all former Circulars except No. 14 of May 23, 1905.*

**THE CONTINENTAL CONFERENCE.**

The Austro-Americana Line.

The Cunard Line.

The French Line.

The Hamburg-American and Hansa and Union Lines.

The Holland-America Line.

The North German Lloyd.

The Red Star Line.

680

**TO ALL AGENTS.**

The Rules and Regulations of each of the Lines, covering all of their several Services, as now in force, and which relate to first class, second class and third class or steerage passages, are reprinted below for the convenience and guidance of agents.

The agents must comply with the letter and spirit of these Rules and Regulations, under the alternative of loss of agency or such other action as may be warranted in each case.

Agents are especially requested, in compliance with a Rule below, to report any violation of the Rules and Regulations that may come to their knowledge, *with proof*, to the Conference.

681

Each Line will fix and will announce on its own circulars the rates of passage by its steamers and the commissions to be retained by its agents.

The Rules and Regulations are as follows:

1. All tickets must be sold at current tariff rates. The entire amount of commission granted by the Line must be retained by its agents. All drawbacks, discounts, credits, commissions, presents or allowances,

*Petitioner's Exhibit 22*

682

of any description, made with a view of influencing passengers, are prohibited. No improper inducements shall be held out, directly or indirectly, to purchasers of tickets, whether by offer in letter, circular or newspaper advertisement or otherwise.

683

2. Steerage passengers booked through to inland points in Europe or to or from inland points in America, on both outward (Eastbound) and prepaid (Westbound) business, shall be charged the actual tariff inland American and/or European rail rates in addition to the ocean fare, except where special through rates are authorized by circular of a Steamship Line.

3. The actual amount received for passage money must always appear on the passage ticket, which must also bear the actual date of issue and place of sale. Advices of all sales must be sent to the General Agents promptly, accompanied by remittance.

4. No commission will be paid by any Line to agents on letters or cards of introduction. No agent shall be entitled to a commission except on the actual issue of a ticket and direct receipt by him of the passage money.

684

No agent shall accept any commission or allowance of any description from any person, firm or company in Europe or in America, on the business he transacts except the commission granted him by the Conference Line or Lines he represents by direct appointment.

5. No agent shall send or allow others to send his tickets outside of his own office for sale. No agent shall sell tickets to or have dealings with former or disqualified agents, peddlers, runners or persons of any sort, endeavoring to do steamship business, nor shall he be allowed to employ agents of any description, or any person to solicit steamship business in front of his office.

6. Agents shall be allowed to sell passage tickets only in the office for which they have been appointed. No agent shall be allowed to sell tickets for a Line he does not represent or assist in any way to procure such tickets. No agent shall be allowed to sell tickets to another agent over any Line which the latter does not represent. Agents are prohibited from advertising themselves as agents for, or to do business in any way over, Lines they are not authorized to represent by direct appointment.

7. No agent shall hold or accept for sale any form of tickets other than those supplied him by the Conference Line or Lines he represents. No agent shall issue orders, certificates, passage contracts or tickets of his own or of any other individual or firm, etc., nor shall he be permitted to issue orders, certificates, passage contracts or tickets on private correspondents or firms in Europe or elsewhere for outward or prepaid business. Nor to advise the names or addresses of prepaid passengers to any one in Europe or elsewhere. 686

8. Any agent who shall be ascertained to be in default to a Line, Member of this Conference or of the Mediterranean Conference or of the North-Atlantic Passenger Conference shall thereupon be dismissed and disqualified by all the Lines, Members of these Conferences. 687

9. Agents are prohibited from booking passengers for any steamer except those of the Lines, Members of the Continental, the Mediterranean and the North-Atlantic Passenger Conference, unless Conference gives express permission in writing. Agents are prohibited from selling passage tickets under false representations as to the Line or the route by which the passenger is to be transported.

10. Advertising.

(a) By the term ADVERTISEMENT shall be covered all posters, circulars, handbills, or other announcements in regard to Steamship business, newspaper advertising, paid reading notices, etc.

(b) All advertisements shall conform to the truth.

(c) No comparison shall be made in any advertisement or verbal statement made, reflecting upon or instituting unfavorable comparisons between one Line or steamer and any other.

689 (d) All advertisements shall contain the date and place of issue.

(e) All advertisements or offers otherwise of a rate of passage to or from Europe shall include the name of the Line and service (and/or steamer if more than one rate applies to its steamers) over which the rate is available and with a rate advertised or offered otherwise in the interior a clear statement shall be made whether it is for ocean passage or for through ocean and rail passage and showing the class of accommodation covered thereby.

(f) All advertisements announcing reductions in rates shall include the actual rates.

690 (g) No cut of a steamer not employed in the North Atlantic trade of a Line, Member of Conference, shall be used in an advertisement.

(h) No claim shall be made in an advertisement of a greater size for a steamer than the gross registered tonnage of such steamer as published in Lloyd's Register, the Bureau Veritas or Germanischer Lloyd.

(i) Bill posting must be restricted to all places of the immediate premises of each agent.

(k) No agent shall advertise himself as a "general agent" or "general passenger agent" on letterheads or otherwise.

11. No advices of prepaid steerage tickets will be accepted by any Line unless the passengers are booked through to final destination on Steamship Company's blanks. Agents must remit immediately upon the sale of a prepaid steerage ticket for the ocean and inland transportation to either the General Agency at the port of landing in America of the Steamship Company by which the prepaid passenger is to be forwarded, or to the official General Passenger Agency of such Company in the interior in whose territory the agent is located.

12. When an agent is disqualified, the sale of Steamship tickets for all classes of business at his place or places of business and/ or residence is thereby prohibited. 692

By the term "agent" is covered the individual or the member of a firm employed as agent.

The members of a firm declared disqualified are therefore also declared to be individually disqualified.

13. Agents will be held responsible for all transactions, relating to the business of the Lines, carried on in their offices or premises, whether by themselves or others.

14. Agents shall not be entitled to commission on tickets purchased to test the observance of rules, even though no rule may have been violated in making the sale. 693

15. No agent shall be justified in committing any breach of these rules, because some other agent may be doing so. It shall be the duty of every agent to adhere strictly to the rules, and to report any violation thereof that may come to his knowledge, *with proof, in the form of an affidavit*, to the conference.

19 Broadway,  
New York, August 15, 1905.

694

**Petitioner's Exhibit 23.***Re-British Conference Agreement.*THE NORTH ATLANTIC PASSENGER  
CONFERENCE.

## Meeting No. 3.

695

Minutes of a Meeting of Representatives of The North Atlantic Passenger Conference, held at No. 19 Broadway, New York, on Thursday, April 23rd, 1896, at 11 o'clock, A. M., for the purpose of acting upon Rules and Regulations for the Government of business in America.

## Present:

Allan Line, Mr. Andrew A. Allan, Mr. George Hannah.

Allan-State Line, Mr. R. Baldwin.

American Line, Mr. James A. Wright, Mr. Arthur Lederer.

Anchor Line, Mr. D. Henderson, Mr. W. Coverly.

Beaver Line, Mr. George A. Ringland.

Cunard Line, Mr. Robert Floyd.

Dominion Line, Mr. R. F. MacFarlane.

White Star Line, Mr. Harold A. Sanderson, Mr. H. Maitland Kersey, Mr. S. S. Cortis.

696

20. On motion it was

RESOLVED, that Mr. William Coverly act as Chairman of the meeting.

21. Read, Minutes of the Meetings held on January 9 and 10, 1896, which were confirmed.

22. The Rules and Regulations (awaiting ratification) appearing at the foot of the minutes of the Meetings held January 9 and 10, 1896, were then read, section by section, and as amended and ratified appear below.



23. On motion it was

RESOLVED, that Messrs. Kersey, Wright and Hannah be appointed a committee to nominate the Arbitrators consulting with the Chicago representatives with respect to the Chicago Arbitrator.

24. On motion, it was

RESOLVED, that the Rules and Regulations of the North Atlantic Passenger Conference shall go in effect, subject to final approval, on and after Monday, May 17th, 1896; and that Conference circulars reciting the Rules and Regulations for the Government of sub-agents be printed, to be mailed by the Lines individually to their agents not later than May 13th, 1896. 698

25. The Secretary was instructed to confer with the representatives of the Thingvalla Line in America as provided for under Minute 11 and to request that this Company make a deposit as required by Rule 8.

26. The Minutes of the Meeting held January 16, 1896, were then taken up and confirmed as a correct record of the proceedings of that meeting. They were acted upon as follows:

MR. RINGLAND stated that the Beaver Line can only consider rates, commissions and rules for first and second cabin business entirely apart from the Rules and Regulations governing steerage business. 699

MR. FLOYD stated that he was not authorized to vote on matters connected with cabin or second cabin business.

#### SECOND CABIN BUSINESS.

27. On motion, it was

RESOLVED, that the equivalent (calculated at \$5 being equal to £1 Sterling) of the rates and commissions

provided for in the Liverpool agreement of April 8, 1896, for Westbound second cabin business be adopted and put in force on and after \_\_\_\_\_ for Eastbound business, except that all steamers when carrying cattle be allowed a differential of \$2.25 off the lowest rate, and also except that commission be fixed at 5%, with a minimum of \$3 for a single and \$5 for a round trip passage.

FIRST CABIN BUSINESS.

701 28. On motion, it was

RESOLVED, that for the steamers "Campania," "Lucania," "Umbria," "Etruria," "Majestic," "Teutonic," "Paris," "New York," "St. Louis," "St. Paul," the minimum first cabin rate shall be \$75.

The minimum rate for the steamers "Servia," "Aurania," Cunard Boston steamers, "City of Rome," "Britannic," "Germanic," "Adriatic," "Berlin," "Chester," shall be \$60.

The minimum rate for the steamers of the Allan and Dominion Lines shall be \$52.50.

702 The minimum rate for the steamers of the Beaver Line shall be \$50 for a single passage by all steamers, excepting that for the steamer "Lake Winnipeg" a minimum rate of \$45 may be charged for Eastbound business as per separate agreement for cabin business between the Canadian Lines, and \$95 for minimum round trip passage.

And that these rates shall take effect on and after (Min. 15, 16).

29. On motion it was

RESOLVED, that on all first cabin rates of \$75 and upward the reduction to be allowed for round trip passage shall be not greater than 10% of the combined East and Westbound rates.

*Petitioner's Exhibit 23*

703

30. On motion, it was

RESOLVED, that commission to sub-agents on first cabin business shall not be more than 5% of the passage money, with a minimum of \$4 per adult for each single passage.

31. On motion, it was

RESOLVED, that the recommendation contained in Minute 19 be put in effect on and after October 1, 1896, subject to approval of the Continental and Mediterranean Conferences.

32. On motion, it was

704

RESOLVED, that any Line shall be at liberty to retire from those agreements respecting cabin and second cabin business, on giving fourteen clear days' notice in writing to the Secretary on intention so to do.

Confirmed.

Adjourned.

WILLIAM COVERLY,  
Chairman.

Lawson Sandford,  
Secretary.

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*Rules and Regulations for a North Atlantic Passenger Conference.*

705

Ratified in New York, April 23, 1896 (Minute 22).  
Amended, May 15, 1896 (Minute 36).

I. WHEREAS, it is desirable that the Steamship Lines engaged in the North Atlantic trade, having their terminal ports in Great Britain, should combine and organize an Association to make Rules and Regulations for the proper conduct of their business in America.

*Petitioner's Exhibit 23*

706

2. RESOLVED, that the Lines establish in New York an Association to be known as the North Atlantic Passenger Conference to adopt such Rules and Regulations for the working of the Passenger business on this side of the Atlantic as may be considered necessary or desirable for the best interests of the trade.

3. RESOLVED, that the Lines party thereto and forming such association, shall comprise the following, viz:

Allan Line—Montreal-Liverpool, Glasgow-Boston, and Allan State Line, Anchor Line, Beaver Line, Cunard Line, New York-Liverpool, Boston-Liverpool.

707

American Line—New York-Southampton, Philadelphia-Liverpool. Dominion Line, White Star Line.

And that the Conference shall be considered as established, and its obligations binding, so soon as these Presents are ratified and approved by the representatives of all the Lines.

4. RESOLVED, that the members of this Conference agree, one with the other, to faithfully abide by and fulfill every Rule and obligation adopted at its meetings or otherwise, in spirit as well as letter, and this undertaking is considered as made upon honor.

#### GENERAL RULES FOR STEERAGE BUSINESS.

708

5. Meetings of the representatives of the Lines parties hereto may be called at the request of any Line, at any time, by written notice to the Secretary, and by him to the members, stating so far as practicable the business to be presented for consideration, the notices calling such meetings to be mailed or delivered to members at least 48 hours before the time fixed for meeting.

6. The presence of the representatives of three Lines shall constitute a quorum; but no Line shall be bound by any act or resolution adopted in the absence

*Petitioner's Exhibit 23*

709

of its representatives, unless the same be subsequently approved in writing by that Line. All action must be unanimously agreed to before becoming operative. And, unless otherwise provided, such action shall become operative 48 hours after delivery to the several parties of the Minutes in which it is recorded.

7. The chair shall be taken by the representatives of the several Lines in rotation, in the alphabetical order of the names of their respective Lines.

8. The sum of \$1,000 shall be deposited upon the ratification of these presents, by each of the several Lines, in the Union Trust Company of New York to credit of the Conference, and by such Company to be held as security for, and if necessary in satisfaction of, any penalty imposed by award of the arbitrator for violation of Rules, and said deposit of \$1,000 must at all times during the continuance of this Agreement be kept good by the several Lines.

710

9. Mr. James A. Wright is appointed to act as Trustee for the deposits made under Rule 8, and such deposits shall be subject to the joint order of the Trustee and the Arbitrator.

10. Mr. Lawson Sandford is hereby appointed Secretary at the pleasure of the Conference, his remuneration to be fixed at the rate of \$3,000 per annum from all Lines represented, which sum shall include the use of a Room for Meetings, expense of printing the Minutes, etc., and which shall be apportioned pro rata according to number of steerage passengers East and Westbound, carried by the several Lines, during the year preceding.

711

11. Meetings of the Heads of Passenger Departments shall be held whenever necessary to consider and make such recommendations, as they may deem neces-

*Petitioner's Exhibit 23*

712

sary for the proper working of the Passenger business under the Agreement, and to take action on complaints against agents.

12. No Line or its Agents shall allow drawbacks, discounts, commissions, presents nor allowances of any description made with a view of influencing passengers.

713

13. For all Lines from the United States (except for Eastbound Continental business), the Conference or Common Points in America shall be New York, Boston, Philadelphia, and Baltimore, and also for the Cunard Line, Boston Service only, Portland; and for the Canadian Lines, Portland, Boston, St. Johns, N. B., and Halifax, N. S., in winter, Quebec and Portland in summer.

Passengers booked to or from other places in America, except as specially provided for in Rule 14, shall pay the actual fare to or from the port of embarkation or debarkation.

714

For Eastbound business to Great Britain and Ireland, the Conference or Common Points in Great Britain and Ireland shall be the same for all Lines, viz: Liverpool, London, Londonberry, Glasgow, Belfast and Queenstown. Passengers booked to other places in Great Britain and Ireland shall pay the actual fare from port of debarkation except in the case of the American Line Southampton Service and Liverpool Canadian Lines, who are allowed to include the rail ticket to London only.

For Westbound (prepaid) business from Great Britain and Ireland, the rates are off the port of embarkation in Great Britain and Ireland except in the case of the American Line Southampton Service and Liverpool Canadian Lines who are at liberty to give free tickets from London.

*Petitioner's Exhibit 23*

715

The Common Points is Scandinavia for Eastbound and Westbound business shall be those adopted from time to time by the Liverpool Conference.

14. The through rates to and from all points in the territory covered by the "New England Tariff" shall be computed by adding to the Ocean fare, the actual Inland fare between each place and Boston or New York, whichever may be lowest.

The actual amount of passage money received shall in all cases appear on the ticket, and the amount remitted by Agents shall be this amount, less commission and actual cost of Inland transportation by the cheapest route, to the port of embarkation or from the port of debarkation, except for passengers from Boston and places beyond, who may be forwarded to New York by any Line of Sound Steamers.

716

15. Any Line party to this Agreement may in cases of emergency, carry passengers for any other party to the Agreement at the net rate received by such other Line for the transportation of such passengers. When passengers are so carried they shall be immediately reported by the carrying Line to the Secretary for the information of the other lines.

16. The Charity rate shall be uniformly \$15 net for steerage passage by any Line to port of debarkation only, but is only to apply to cases where the said passage money is paid by a bona fide Aid Society when granted by special order of the Manager (or Managing Agent). And it shall further be discretionary with the Manager (or Managing Agent) to grant Charity rate or free passage when considered desirable, not exceeding in number, twenty-five per annum.

717

17. No free or reduced rate tickets, whether saloon, second cabin, intermediate or steerage, shall be issued to "leaders" or others, to advertise, influence or secure steerage passenger business.

18. Commission to Agents (which shall cover all charges for bill posting, advertising, exchange, and all other expenses), shall be on all steerage passengers, outward and prepaid, \$2 per adult.

Children, half commission.

Infants, when paid for, 50 cents.

719 19. The only eligible Agents for New York City and vicinity shall be those included in the Secretary's list, dated October 23, 1895, and no additional Agents shall be appointed except to fill vacancies, of which the Secretary shall be promptly advised, or by unanimous consent.

20. All advertising bills, shall be paid directly to and upon the vouchers only of the newspaper publishing the advertisement, or the recognized advertising agent of the Line.

21. No circular or publication shall be issued by any Line reflecting upon or instituting comparisons unfavorable to any other Lines party to this Agreement, and no Line shall support any newspaper which may systematically attack any Conference Line.

22. The full amount paid shall be refunded for tickets purchased to test the observance of rules.

720 23. Should any member of this Conference desire at any time to prefer a claim against any other member for damages arising out of an alleged breach of any Rule adopted by this Conference, he shall give notice in writing to the Secretary and a like notice to the party complained of, stating the nature and particulars of such charge.

At the expiration of seven days from the date of delivery of such notices, unless satisfactory settlement is arrived at in the meantime, the said charge shall stand referred to the Arbitrator, whose award shall be



final; and the plaintiff and defendant shall well and truly abide by, obey and comply with such award.

24. Under this Agreement Mr. F. W. J. Hurst is hereby appointed Arbitrator in New York, Mr. , Arbitrator in Chicago, and Mr. D. Connelly, Arbitrator in Montreal. The decisions of the Arbitrators shall be final in all cases.

The territory of jurisdiction of the respective Arbitrators shall be as follows:

1. New York—for all points East of Chicago.
2. Chicago—for itself and all points West thereof. 722
3. Montreal—for all Canada.

25. Any party hereto may, at any time, withdraw from this Agreement, upon giving 14 days' previous notice to the Secretary, in writing, of intention so to do.

#### GENERAL PASSENGER AGENTS.

26. Each Line is restricted to one General Passenger Agent at Chicago, Boston, Philadelphia, San Francisco or other Pacific Coast point (one point only) Winnipeg and Toronto; and may pay said General Passenger Agent an extra commission not exceeding \$1.00 for each adult steerage passenger and 50 cents for each child booked through him, provided such General Passenger Agent is not in receipt of a fixed annual salary irrespective of business secured. Such General Passenger Agents may employ sub-agents, and pay them the regular Agent's commission. General Passenger Agents shall be governed by General Rule 20. 723

Each Line shall file with the Secretary the name and address of each of their General Passenger Agents, defining the territory over which they are in charge.

*Petitioner's Exhibit 23*

724

The payment of the extra commission of \$1.00 shall apply to the designated General Agency points where the Lines have no offices of their own (Min. 37).

## AGENTS AND SUB-AGENTS.

27. Agents must in all cases adhere strictly to the gross Tariff rates—all drawbacks, discounts, commissions, presents or allowances, of any description, made with a view of influencing passengers, are prohibited.

725

28. The actual amount received for passage money must always appear on the passage ticket, which must also bear the actual date of issue, and place of sale. There must be no return or division of any portion of the commission, no deduction from the inland fare, and no improper inducements held out, directly or indirectly to purchasers of tickets.

29. No commission shall be paid to Agents on letters or cards of introduction. No agent shall be deemed entitled to a commission except on the actual issue of a ticket, and direct receipt by him of the passage money.

726

30. No Agent shall send, or allow others to send his tickets to the City of New York, or any other place or to any other Agent for sale; and no Agent shall accept or hold for sale any tickets other than those supplied him by a head office or the General Passenger Agent of a Conference Line.

31. No Agent in the City of New York or elsewhere will be permitted to solicit persons at other places to apply to him for passage by the naming of any rate lower than the gross Tariff rate, either personally or by letter, circular or newspaper advertisement.

32. No Agent shall be justified in allowing commissions, or committing any breach of the Conference Rules, because some other Agent may be doing so. It shall be the duty of every Agent to adhere strictly to the rules, and to report any violation thereof that may come to his knowledge, with proof, to the secretary, or to some party to the Agreement.

33. Except in the territory of the Trunk Lines (as now existing) prepaid tickets shall be issued only for through passage to final destination of passenger. No line or its Agents shall pay sub-agents more than the regular official commission on both ocean and inland fare. 728

34. When an Agent advertises or offers a rate for passage to or from Europe, he must name the Line by which such rate is available.

35. No circular or publication of any kind shall be issued, reflecting upon or instituting any unfavorable comparison with any Conference Line.

36. Bill posting must be restricted at all places to the immediate premises of each Agent.

37. From the amount refunded for unused steerage tickets, there shall be deducted, from the net amount received by the Line for such tickets, a cancellation fee of 10% of the gross passage money, but in the case of *bona fide* purchasers no cancellation fee shall be deducted. 729

38. Any Agent who shall be reported to be in default to any Line party to this Agreement, shall thereupon be dismissed and disqualified by all other Lines parties hereto.

39. When an Agent is disqualified, the sale of steamship tickets at his place of business and / or residence is thereby prohibited.

730

*Petitioner's Exhibit 24*

40. No Line shall employ any Agent who shall be disqualified for reasons approved at a meeting of the Conference.

41. For any violation of these rules, and unless otherwise therein provided for, Agents shall for the first offense be fined not exceeding \$100; for the second offense not less than \$100; and for the third offense they shall be disqualified. Nothing, however, herein shall prevent the Conference from disqualifying an Agent for any offense; if circumstances warrant.

731

**Petitioner's Exhibit 24.**

Feb. 7, 1908.

N Private

No. 1295.

Holland-American Line,  
Rotterdam.

Gentlemen:

732

We were greatly pleased to receive your cable of the 5th inst., from London, conveying to us the information that the general Pool agreements E. B. and W. B., have been consummated, also that a special Pool has been made for the Canadian Lines, and that a first and second cabin agreement had been made for all Lines for three years with the following minimum rates, first cabin:

Westbound and Eastbound—S/S Rotterdam, \$105.00. Westbound and Eastbound New Amsterdam \$92.50. Westbound and Eastbound all other steamers \$82.50, that the seasons have been abolished, and making the suggestion that summer season rates east and westbound for higher accommodations should be made on the basis as arranged at present.

We also learn that the rebate on roundtrip tickets has been abolished, and that the infants rate, 1st cabin, has been made \$5.00 that the first cabin rate for servants for steamers Rotterdam and New Amsterdam has been fixed at \$75.00 and for the other steamers at \$72.50 and that the second cabin rates have been fixed as follows:

Eastbound and Westbound S/S Rotterdam \$57.50. Eastbound S/S New Amsterdam \$52.50; Westbound \$55.00. Eastbound and Westbound, all other steamers \$50.00, that the infant's rate, second cabin, is continued at \$5.00, that the seasons and the rebate on round trip tickets have been abolished and suggesting follow regarding the seasons to our last year's practice, that the children's ages, 1st as well as second cabin, and commissions remain unchanged, that the circulars should be sent out on Feb. 8th, so as to be in the agent's possession by Feb. 10th.

734

This cable was followed up by yours of the 7th inst., stating that you had agreed, in accordance with your cable of the 5th, to publish first class rates summer season for better accommodations E. B. from May 1st to but not including July 15th, W. B. from August 1st to Oct. 15th.

All the different Lines, excepting the Anchor Line, which however, hopes to receive instructions this afternoon, have received a cable to the same effect, and this afternoon, a meeting took place, in which the different points not fully covered by the cables were discussed, in order to have an intelligent and uniform interpretation of the new rates and conditions. If the memo of this meeting, prepared by Mr. Sanford is ready in time, we will enclose a copy of same.

735

One of the points discussed was the abolition of free rail fares from the port of landing to either London or Paris. The I. M. M. Co. as well as Cunard had received information that these fares should be

*Petitioner's Exhibit 24*

736

abolished on all rates, immaterial whether high or low. The North German Lloyd and Hamburg Line have not received any information on this point, and they are of the opinion that they refer only to the lower rates. We are strongly in favor of having said fares in all cases abolished unanimously agreed to by all the Lines.

737

Another point brought up by Hapag was that they intended, outside of the east and westbound seasons as above specified; namely, E. B. before May 1st, and after July 15th, W. B. before August 1st, and after Oct. 15, while considering the minimum rates as adopted to put their regular winter schedule of rates as in previous years, into effect, which means that they will leave, as far as the minimum rates will allow their former winter rates unchanged.

We now beg to enclose our corrected cabin tariff, based upon the same idea, and will thank you for cabling us if publication of this tariff is correct, and in conformity with your views.

738

In regard to some of the rooms outside and inside on deck B/ S/S Rotterdam, which will have a Pullman berth, we would suggest that for the occupancy by either a child or adult in addition to two other occupants, a fare of \$50.00 be charged, making said rooms, if occupied, by 2 1/2 or 3, \$650 outside, and \$550.00 inside, summer rates.

In regard to the latter part of your cable of the 5th inst., stating that the British steerage rates will be restored, circulars to be sent out on the same date as the new cabin rates, we are pleased to inform you that the Anchor Line has at last received instructions, and said circulars will be sent out by all the Lines tomorrow, excepting perhaps the Canadian Lines, which we learn could not get said circulars out until the beginning of next week.

Respectfully,  
HOLLAND-AMERICA LINE,  
A. Gips,  
Gen'l Agent.

**Petitioner's Exhibit 25.**

789

Minutes of North Atlantic Conference marked for  
identification.

740

741

742

**Petitioner's Exhibit 26.**

Minutes of Mediterranean Conference marked in evidence.

NOTE—Issued Feb. 11, 1910,  
"Awaiting confirmation."

It had been the intention to embody these proceedings in organization Minutes, New Series, but now decided to keep them separate.

743

*Meeting No. 19—Series 1909 (Completing the Series).*

## THE MEDITERRANEAN CONFERENCE.

Minutes of a Regular Meeting of Mediterranean conference held at No. 17 State Street, New York, on Thursday, January 6, 1910, at 2:30 o'clock, P. M.

## PRESENT:

Mr. R. H. Farley, American, Red Star and White Star Lines.

Mr. W. J. Reilly, Anchor Line.

744

Mr. Charles H. Phelps, Jr., Austro-Americana.

Mr. H. H. Kellerman, Cunard Line.

Mr. D. H. E. Jones, Mr. E. Ter Kuile, Fabre Line.

Mr. C. Treyvoux, French Line.

Mr. Emil Lederer, Hamburg-American Line.

Mr. A. C. H. Nyland, Holland-America Line.

Mr. William Hartfield, Italia La Veloce, Navigazione.

Mr. Albert Egelhoff, Lloyd Italiano.

Mr. Cesare Conti, Lloyd Sabauda.

Mr. Hermann Winter, North German Lloyd.

Mr. G. Peirce, Sicula Americana.



90. F. C. SILVIA, JR., Fall River, Mass. It was reported that since September, on carefully prepared tests, seemingly conclusively to prove violations of rules and cutting of rates, and offering undue inducements. Silvia had failed to respond in usual form, and it was arranged that Secretary give him a hearing, reporting in due course for the action of the Conference.

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Confirmed by all interested Lines.

These proceedings are in  
full force and effect

746

*Meeting No. 18—Series 1909.*

#### THE MEDITERRANEAN CONFERENCE.

Minutes of a Regular Meeting of Mediterranean Conference held at No. 17 State Street, New York, on Monday, November 29, 1909, at 3 p. m.

#### PRESENT:

Mr. R. H. Farley, American, Red Star and White Star Lines. 747

Mr. Charles H. Phelps, Jr., Austro-Americana.

Mr. D. H. E. Jones, Fabre Line.

Mr. C. Treyvoux, French Line.

Mr. Emil Lederer, Hamburg-American Line.

Mr. A. C. H. Nyland, Holland-America Line.

Mr. William Hartfield, Italia La Veloce, Navigazione.

Mr. Luigi Solari, Italia, La Veloce, Navigazione.

Mr. Albert Egelhoff, Lloyd Italiano.

*Petitioner's Exhibit 26*

748

Mr. C. L. Sconfietti, Lloyd Sabaudo.  
 Mr. Hermann Winter, North German Lloyd.  
 Mr. Franz Feltmann, Sicula-Americana.  
 Mr. Francesco Tocci, Spanish Line.

749

81. OBSERVANCE OF CONFERENCE RULES BY AGENTS. Medit Memo. 139, Nov. 29, contains evidence against a number of agents apprehended in selling tickets for a non-Conference Line steamer. Arranged among a number of the several Lines that they would individually write to each of their agents named thereon, calling attention to their obligations to employing Lines and asking them to exercise option of representing Conference or non-Conference Lines. Result of such communications to be canvassed at next meeting and acted upon.

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Confirmed by all interested Lines.

These proceedings are in full force and effect.

*Meeting No. 17—Series 1909.*

750

### THE MEDITERRANEAN CONFERENCE.

Minutes of a Regular Meeting of the Mediterranean Conference held at No. 17 State St., New York, on Thursday, October 21, 1909, at 2:30 p. m.

#### PRESENT:

Mr. R. H. Farley, American, Red Star and White Star Lines.

Mr. W. J. Reilly, Anchor Line.

Mr. Chas. H. Phelps, Jr., Austro-Americana.

Mr. D. H. E. Jones, Fabre Line.

Mr. C. Vande Stadt, Holland-America Line.

Mr. William Hartfield, Italia, La Veloce, Navigazione.

Mr. Hermann Winter, North German Lloyd.

On motion, Mr. R. H. Farley was called to the chair.

Minutes of Meeting (16) held October 6, 1909, were confirmed as to record and individual action.

78. CONFERENCE PROCEEDINGS—CONFIDENTIAL CHARACTER THEREOF.

Read letter from one of the Lines advising that it had come to their notice several times lately that certain Italian agents in Boston and vicinity were well posted as to many private details transpiring at Conference meetings and that they had found minutes of recent proceedings were in possession of certain Boston Italian Agents.

752

RESOLVED, that each member of Conference undertakes, on his honor, to consider all questions and actions that may be considered or adopted by the Mediterranean Conference, as sacred and confidential in the highest degree; and that in any case where it is necessary to communicate Conference or individual action to anyone whatsoever, it shall be done as an individual communication or instruction and no reference shall be made to Conference action.

753

This resolution means that the minutes or memos shall not be communicated to General Passenger Agents who may be acting as agents or sub-agents of other Lines. Further,

RESOLVED, that no communication shall be issued by any Line to anyone, fulfilling or in regard to Conference or individual action, until Secretary declares confirmation thereof has been obtained, and then only as is necessary to conform the business of that Line to the action taken.

754

*Petitioner's Exhibit 26*

Confirmed by all interested Lines.

These proceedings are in  
full force and effect.

*Meeting No. 14 Series 1909.*

## THE MEDITERRANEAN CONFERENCE.

Minutes of a Regular Meeting of the Mediterranean  
Conference held at No. 17 State Street, New York,  
on Thursday, September 2, 1909, at 2:30 p. m.

755

## PRESENT:

Mr. R. H. Farley, American, Red Star and White  
Star Lines.

Mr. W. J. Reilly, Anchor Line.

Mr. Chas. H. Phelps, Jr., Austro-Americana.

Mr. H. H. Kellerman, Cunard Line.

Mr. D. H. E. Jones, Fabre Line.

Mr. Egbert Ter Kuile, Fabre Line.

Mr. A. T. Henderson, French Line.

Mr. Emil Lederer, Hamburg-American Line.

Mr. A. C. H. Nyland, Holland-America Line.

Mr. Albert Egelhoff, Lloyd Italiano.

756

Mr. J. Boggiano, Lloyd Sabaud.

Mr. Hermann Winter, North German Lloyd.

Mr. Franz Feltmann, Siculo-Americana.

On motion, Mr. Charles H. Phelps, Jr., was called  
to the chair.

Minutes of meeting (13) held August 5, 1909, have  
already been confirmed as to record and action.

## AGENTS CANCELLED (Continued).

*Booras Bros., New York*, under Min. 43 fined \$25  
(which was paid), for selling a ticket of a non-Con-  
ference Line. Exercised option, stated desire to rep-

resent Conference Lines. Nevertheless reports persisted to contrary, and on July 16, 1909, a detective had no difficulty in purchasing a non-Conference Line ticket of Booras. Regarding lifting of tickets from Booras, it appeared that all employing Lines had done so at the time set by Committee, Aug. 27, 1909; except Austro—who explained that Booras refused to surrender Austro tickets (pleading that such action would set aside an arrangement with Austro, made after Committee finding). Tickets still remaining in Booras' possession at the date of this meeting, matter was settled by undertaking of Austro to secure the tickets forthwith.

758

The cautionary circular to agents in New York and vicinity contained in committee report August 6 has been dispatched to each.

*Stabile & Company, Boston.* August 30, detective entered the office, 192 North Street, inquired for a steamer to Italy from New York. Man he saw is described as 25 years of age; 5' 4"; 140 lbs.; black hair and moustache. Said he had a steamer sailing Sept. 1 S. S. "Argentina," 11 day trip—fare \$25. Detective said, "Is not that a slow steamer?" The person described then went to the back of the office to a counter where he kept a number of placards of different steamers. He brought forward a card of S. S. "Patris," saying he would supply a ticket on this steamer "Patris" for \$30. He requested the detective to step down to "their office 178 North St. corner of Richmond St. They proceeded and entered that office to behind a partition where a young man was sitting at a desk, 25 years, 5' 6", 135 lbs., brown hair, clean shaven. The first man said to the second man that the detective wanted a ticket for "Patris." Second man at once pulled out a book of blanks and started to fill it out. Detective was talking to the second man about different matters, such as the best

759

760

*Petitioner's Exhibit 26*

761

and easiest way to get to New York etc., but as the detective was not sure that getting the ticket in this office would answer the purpose, gave a plausible excuse for leaving and telephoning to an adviser in Boston. He did so and was advised, as he understood it, that 178 North Street is on the premise of Stabile & Company. Detective was advised to complete the transaction. He returned. He sat at the desk with the second man. As the ticket was finished a man about 50 years, 5' 10", 215 lbs., large frame and well built, evidently Mr. Stabile, whom the detective had seen at 192 North St., entered. There was conversation between him and the man described as the "second man." Detective heard the third man say, "Sell him nothing. Do not sell that ticket to him but send him back to the other store." The second man then came over to the detective rolling up the blanks and stating he could not sell any more tickets for the "Patris." After some argument over this treatment, detective left.

On proposition to immediately cancel Stabile & Company's agency all Lines declared in the affirmative—Lloyd Sabauda and White Star action being "subject to confirmation." Matter pending.

762

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*Meeting No. 11—Series 1909.*

### THE MEDITERRANEAN CONFERENCE.

Minutes of a Regular Meeting of the Mediterranean Conference, held at No. 17 State Street, New York, on Thursday, June 17, 1909, at 2:30 p. m.

## PRESENT:

Mr. R. H. Farley, American, Red Star and White Star Lines.

Mr. W. J. Reilly, Anchor Line.

Mr. Charles H. Phelps, Jr., Austro-Americana.

Mr. R. L. Walker, Mr. H. H. Kellerman, Cunard Line.

Mr. D. H. E. Jones, Mr. E. Ter Kuile, Fabre Line.

Mr. Emil Lederer, Hamburg-American Line.

Mr. A. C. H. Nyland, Holland-America Line.

Mr. William Hartfield, Italia, La Veloce, Navigazione. 761

Mr. Albert Egelhoff, Lloyd Italiano.

Mr. Cesare Conti, Lloyd Sabauda.

Mr. Hermenn Winter, North German Lloyd.

Mr. Franz Feltmann, Siculo-Americana.

Mr. Francesco Tocci, Spanish Line.

On motion, Mr. Hermann Winter was called to the chair.

42. CHICAGO COMMITTEE, MEDITERRANEAN CONFERENCE—Minutes of Apr. 23 (No. 80), May 11 (No. 81) and June 8 (No. 82), 1909, acted upon. Recommendations therein confirmed.

*K. W. Kempf, 84 La Salle St., Chicago.*

*R. V. Romano & Co., 416 South Clark St., Chicago.* 765

*P. Schiavone & Son, 388 South Halstead St., Chicago.*

Referring to Min. 20, of Conference.—

The Complaints against these three general passenger agents contained in above mentioned Chicago Committee proceedings were read at length, and on motion, it was

RESOLVED, that a penalty of \$50 be imposed upon each of them for violation of Conference rules (Fabre Line not voting).

766

*Petitioner's Exhibit 26*

46. SAN FRANCISCO COMMITTEE—Recommendation of Pacific Coast General Passenger Agents that a Joint San Francisco Committee of Mediterranean, North Atlantic and Continental Lines be established with headquarters in San Francisco and with an office and paid secretary—expenses not to exceed \$100 a month.

This proposition is now before the members of the three Conferences for their action.

767

*Meeting No. 9—Series 1909.*

## THE MEDITERRANEAN CONFERENCE.

Minutes of a Regular Meeting of the Mediterranean Conference held at No. 17 State Street, New York, on Tuesday, May 25, 1909, at 3 p. m.

## PRESENT:

Mr. R. H. Farley, American, Red Star and White Star Lines.

768

Mr. W. J. Reilly, Anchor Line.

Mr. Charles H. Phelps, Jr., Austro.

Mr. R. L. Walker, Mr. H. H. Kellerman, Cunard Line.

Mr. D. H. E. Jones, Mr. E. Ter Kuile, Fabre Line.

Mr. A. T. Henderson, French Line.

Mr. H. Doblin, Hamburg American Line.

Mr. A. C. H. Nyland, Holland-America Line.

Mr. William Hartfield, Italia, LaVeloce and Navigazione Generale Italiana.

Mr. O. L. Richard, Lloyd Italiano.

Mr. Albert Edelhoff, Lloyd Italiano.

Mr. Cesare Conti, Lloyd Sabaudo.



## Petitioner's Exhibit 26

769

Mr. Hermann Winter, North German Lloyd.

Mr. Franz Feltmann, Sicula-Americana.

Mr. Francesco Tocci, Spanish Line.

On motion, Mr. O. L. Richard was called to the chair.

28. ITALIAN EASTBOUND THIRD-CLASS RATES AFTER MAY 31, 1909—Referring to Min. 26 in reply to Conference cable May 19, Mr. Peters cabled May 25 that Mediterranean rates after May 31 are to be dealt with by notices of New York representatives.

All interested Lines (except Austro and Spanish) individually notified intention to increase their current Eastbound rates five dollars (\$5), effective immediately, for sailings on and after June 1, 1909, with customary clause on circulars to agents in the case of those Lines who have already issued rates for early June sailings, viz: 770

"These Eastbound outward rates take effect on receipt of this circular. *Bona fide* sales at old rates *must be reported by return mail, and in all cases must be accompanied by remittance, or they will not be accepted.*"

AUSTRO stated that under present instructions from their Company, they would notify a differential advance, but would cable the Company this day. 771

SPANISH stated that owing to their indirect service via Spanish ports to Genoa, they were disinclined to notify a five dollar advance in their current rates, having regard to the individual rate notices of other Lines, but that they would cable their Company today.

Other Lines stated intention to prepare their circulars and set date for mailing as Thursday, May 27, telegraphing general passenger agency points with individual instructions on that day.

In reply to Mr. Peters' cable, Conference cable was to be sent today, viz:

772

*Petitioner's Exhibit 26*

"All Lines notified advance current Mediterranean Eastbound rates five dollars after May 31, except Austro Spanish, notifying intention to take differential advance, and requesting cable reply."

NOTE: *Subsequent to the meeting the following transpired:*

May 26:

- 773 AUSTRO intimated preparedness to revert to basis of 1907 rate notices, subsequent to rating for steamers since entered service, but would be prepared to notify immediate advance of "Martha Washington" \$3 to \$36, other steamers \$2 to \$32.

May 27:

AUSTRO gave notice that they would increase "Martha" \$5 to \$38, other steamers \$3 to \$33.

Other Lines (Spanish, however, not serving notice), reaffirmed their notices under this Min. 28, and all telegraphed General Passenger Agents and issued circulars from New York, May 27, giving effect to these individual notices.

Confirmed by all interested lines.

- 774 Copies issued June 3, 1909,  
("Awaiting Confirmation" copies were  
issued May 25, 1909).

These proceedings are in full  
force and effect.

*Meeting No. 8—Series 1909*

# THE MEDITERRANEAN CONFERENCE.

Minutes of a Regular Meeting of the Mediterranean Conference held at 17 State Street, New York, on Wednesday, May 19, 1909, at 2-30 p. m.

## PRESENT.

Mr. W. W. Jefferies, Mr. R. H. Farley, American Red Star and White Star Lines.

Mr. W. J. Reilly, Anchor Line.

Mr. Chas H. Phelps, Jr., Austro-Americana.

Mr. R. L. Walker, Mr. H. H. Kellerman, Cunard Line.

Mr. D. H. E. Jones, Mr. Egbert TerKuile, Fabre Line.

Mr. J. P. Meyer, Mr. H. Doblin, Hamburg-American Line.

Mr. A. C. H. Nyland, Holland-America Line.

776

Mr. William Hartfield, Italia, LaVeloce and Navigazione.

Mr. Oscar L. Richard, Mr. Albert Egelhoff, Lloyd Italiano.

Mr. Cesare Conti, Lloyd Sabaudo.

Mr. Hermann Winter, North German Lloyd.

Mr. Franz Feltman, Siculo-Americana.

On motion, Mr. William Hartfield was called to the chair.

## 26. ITALIAN THIRD CLASS RATES.

(*Prepaid and Eastbound after May 31, 1909.*) Subject discussed, but no notices served. To ascertain if any Eastbound notices have been served in Europe, cable sent to Mr. Peters, May 19, viz:-

777

"What Eastbound rates shall lines quote after May 31?

"Italian Lines recommend uniform increase \$1."

*Meeting No. 2—Series 1909*

## THE MEDITERRANEAN CONFERENCE.

Minutes of an informal meeting held at No. 19 Broadway, New York, on Monday, January 11, 1909 at 12 o'clock noon.

## PRESENT.

779 Mr. R. H. Farley, American, Red Star and White Star Lines.

Mr. W. J. Reilly, Anchor Line.

Mr. Charles H. Phelps, Jr., Austro-Americana.

Mr. D. H. E. Jones, Fabre Line.

Mr. E. Ter Kuile, Fabre Line.

Mr. C. Treyvoux, French Line.

Mr. Emil Lederer, Hamburg-American Line.

Mr. A. C. H. Nyland, Holland-America Line.

Mr. William Hartfield, Mr. Luigi Solari, Italia, La Veloce and Navigazione Generale Italiana.

Mr. A. Egelhoff, Lloyd Italiano.

Mr. C. L. Sconfiatti, Lloyd Sabauda.

Mr. Hermann Winter, North German Lloyd.

Mr. Franz Feltmann, Siculo-Americana.

780 Mr. Francesco Tocci, Spanish Line.

On motion Mr. A. C. H. Nyland was called to the chair. Minutes of informal meeting held on January 8, 1909, were confirmed as a current record of the proceedings and of the action taken.

## 6. PREPAID ITALIAN THIRD CLASS RATES AND COMMISSIONS.

8. PREPAID ITALIAN, GREEK AND ORIENTAL THIRD CLASS RATES (*Min. 1-4*).

Referring to Mr. Peter's cable received January 11, in part reading viz:

*"Further agree immediate uniform advance Mediterranean prepaids up to 'parity of lines' cash rates."*

Matter was discussed, and it was decided that the time was not ripe for serving individual notices, pending further information from Europe.

Arranged to cable Mr. Peters January 11, viz:

*"What is parity cash rates and rate exchange. Not all lines informed. Cable each lines's pre-paid rates. Also whether more than one rate for any line. Desirable continue system charging one rate each line if practicable."*

782

which was done.

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*Seventh Series—No. 18*

THE MEDITERRANEAN CONFERENCE.

Minutes of an adjourned meeting of the Mediterranean Conference, held at No. 19 Broadway, New York, on Wednesday, April 1, 1908, at 3 P. M.

783

PRESENT:

Mr. Gustav H. Schwab, North German Lloyd, in the chair.

Mr. Hermann Winter, North German Lloyd.

Mr. Franz Feltman, Siculo-Americana.

Mr. F. Tocci, Spanish Line.

Mr. R. H. Farley, American, Red Star and White Star Lines.

Mr. W. J. Reilly, Anchor Line.

Mr. J. Ter Kuile, Fabre Line.

Mr. C. Treyvoux, French Line.

Mr. Emil Lederer, Hamburg-American Line.

Mr. A. C. H. Nyland, Holland-America Line.

Mr. Wm. Hartfield, Italia, La Veloce and Navigazione Generale Italiana.

Mr. Albert Egelhoff, Lloyd Italiano and Prince Line.

785

Mr. Cesare Conti, Lloyd Sabaudo.

Absent. Austro-Americana, Cunard.

#### 87. EASTBOUND ITALIAN THIRD CLASS RATES.

Continuing the discussion; referring to Minutes 83 and 86:

Fabre advised that Fabre Co. had cabled accepting 1907 schedule unchanged for three months, but if "Neckar" and "Koenigin Louise" type fixed at \$35 then "Germania" must be fixed at \$33. Willingness to continue prepaid arrangement through April was also indicated.

786

Italia, La Veloce and Navigazione stated they also had cable reply proposing a number of changes, which are shown as a new schedule (C) below. The cable added "will agree on prepaids after Eastbound settled."

Lloyd Italiano and Lloyd Sabaudo stated that their Companies had likewise cabled them to the same effect.

Other lines stated that the position taken by the five lines mentioned came as a great surprise, that negotiations for 1908 Eastbound rates had been proceeding informally and formally since middle Decem-

ber 1907, through a series of seventeen meetings; that the last five meetings, *i. e.* those held from and including March 5, 1908, had failed in any of the discussion to develop on the part of the five Italian lines mentioned any material disagreement in the proposals before those meetings; that in order to preserve tariff rate compromises were essential; that it seemed out of the question to undertake at this late day discussion of what is practically a new schedule of rates; that a number of the changes mentioned by the Italian Lines had already been urged, but as a compromise had been temporarily waived with provision for re-adjustment July 1; that rate arrangements expired March 31, and were only continued up to the present meeting to permit of receipt of replies by the Italian Lines; and that there was no time now to practically re-open negotiations which had been considered as quite settled *on best obtainable immediate basis.*

788

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*Seventh Series—No. 17*

THE MEDITERRANEAN CONFERENCE.

789

Minutes of an adjourned meeting of the Mediterranean Conference, held at No. 19 Broadway, New York, on Monday, March 30, 1908, at 2:30 P. M.

PRESENT.

Mr. Gustav H. Schwab, North German Lloyd, in the chair.

Mr. Hermann Winter, North German Lloyd.

*Petitioner's Exhibit 26*

790

Mr. Franz Feltman, Siculo-Americana.

Mr. F. Tocci, Spanish Line.

Mr. R. H. Farley, American, Red Star and White Star Lines.

Mr. W. J. Reilly, Anchor Line.

Mr. Charles H. Phelps, Jr., Austro-Americana.

Mr. J. Ter Kuile, Fabre Line.

Mr. C. Treyvoux, French Line.

Mr. Emil Lederer, Hamburg-American Line.

Mr. A. C. H. Nyland, Holland-America Line.

Mr. Wm. Hartfield, Italia, La Veloce and Navigazione Generale Italiana.

791 Mr. Luigi Solari, Italia, La Veloce and Navigazione Generale Italiana.

Mr. Albert Egelhoff, Lloyd Italiano and Prince Line.

Mr. Cesare Conti, Lloyd Sabaudo.

Absent: Cunard.

87. PREPAID ITALIAN THIRD CLASS RATES. Referring to Min. 84. As it is understood that question of settlement between Navigazione and Fabre is showing progress, at least that steps toward referring prepaid bookings to Mr. Winter are being taken, it was moved and seconded:

792

*That if Eastbound rates are settled, 1907 prepaid rates shall continue unchanged to and including April 30, 1908.*

There were no negative votes, but those of Lloyd Italiano, La Veloce, Navigazione, Italia and Fabre were—"Will submit."

MINUTES OF AN ADJOURNED MEETING of the Mediterranean Conference held at No. 19 Broadway, New York, Tuesday, February 25, 1908, at 11:30 a. m.



## PRESENT.

Mr. William Hartfield, Italia, La Veloce and Navigazione Generale Italiana, in the chair.

Mr. Luigi Solari, Italia, La Veloce and Navigazione Generale Italiana.

Mr. Albert Egelhoff, Lloyd Italiano and Prince Line.

Mr. C. Conti, Lloyd Sabauda.

Mr. Hermann Winter, North German Lloyd.

Mr. R. H. Farley, American, Red Star and White Star Lines.

Mr. W. J. Reilly, Anchor Line.

Mr. J. Ter Kuile, Fabre Line.

Mr. C. Treyvoux, French Line.

Mr. A. C. H. Nyland, Holland-America Line.

794

Absent: Austro-Americana, Cunard Line, Hamburg-American Line, Siculo-Americana, Spanish Line.

#### 58. MEDITERRANEAN FIRST AND SECOND CLASS RATES AND REGULATIONS.

Referring to Min. 46. Compilation was issued under date of February 11, 1908, of existing minimum first and second-class rates by the several Mediterranean Lines and Services. Question was asked if the Lines were now prepared to jointly consider the subject and several Lines stated they found it necessary to ask postponement for about a fortnight, in order to obtain replies from their Companies. This referred to lines not represented at the recent London Meeting.

795

59. PREPAID (WESTBOUND), ITALIAN THIRD CLASS RATE ARRANGEMENTS (Min. 49, etc.). On motion it was unanimously

*Resolved*, that the signed arrangements dated November 11, 1907, containing individual prepaid Italian

third class rates and \$2 commission with all the conditions of that document be, and they are, hereby extended and made operative by the Lines individually for the month of March, 1908, inclusive, pending negotiations for adjustment for balance of year 1908—Prepaid third class rate for steamers of Italia to be \$32.50 to *New York only*, and to be so advertised in America. Votes were to be obtained as promptly as possible of Lines not represented, viz: Austro, Hamburg, Sicula-Americana, Spanish. (Subsequently obtained, were all in the affirmative, and the Resolution is operative as to all Lines.)

797

Discussion developed impression that if views of Fabre and Navigazione might be harmonized as to their individual rates, rates of other Lines could be readily settled, and it was understood that these two Lines would communicate fully with their Companies and request cable replies on or before Thursday, March 5, on which day at 2 p. m., if all Lines are ready to act, a special meeting to further consider Prepaid rates will be convened.

## SEVENTH SERIES No. 9

## THE MEDITERRANEAN CONFERENCE

798

MINUTES OF A SPECIAL MEETING of the Mediterranean Conference held at No. 19 Broadway, New York, on Thursday, February 20, 1908, at 2:30 P. M.

## PRESENT.

Mr. Charles H. Phelps, Jr., Austro-Americana, in the chair.

Mr. J. Ter Kuile, Fabre Line.

Mr. C. Treyvoux, French Line.

Mr. Emil Lederer, Hamburg-American Line.

Mr. C. Vande Stadt, Holland-America Line.

Mr. Wm. Hartfield, Italia, La Veloce and Navigazione Generale Italiana.

Mr. Luigi Solari, Italia, La Veloce and Navigazione Generale Italiana.

Mr. Albert Egelhoff, Lloyd Italiana and Prince Line.

Mr. Cesare Conti, Lloyd Sabaudo.

Mr. Edward Wortmann, North German Lloyd.

Mr. Franz Feltman, Siculo-Americana.

Mr. R. H. Farley, American, Red Star and White Star Lines.

Mr. W. J. Reilly, Anchor Line.

Absent: Cunard Line and Spanish Line.

#### 50. EASTBOUND ITALIAN THIRD CLASS RATE ARRANGEMENTS.

800

*Resolved*, That 1907 arrangements be further extended for period from and including March 1 to March 31, 1908, for the reason that there is not sufficient time prior to March 1 within which to discuss alterations in the same.

This action was unanimous and without qualification—Cunard and Spanish absent, but their affirmative votes on this resolution subsequently obtained.

#### SEVENTH SERIES No. 4

#### THE MEDITERRANEAN CONFERENCE

801

MINUTES OF A STATED MEETING of the Mediterranean Conference held at No. 19 Broadway, New York, on Thursday, January 23, 1908, at 2:30 p. m.

#### PRESENT.

Mr. F. Tocci, Spanish Line, in the chair.

Mr. R. H. Farley, American, Red Star and White Star Lines.

Mr. W. J. Reilly, Anchor Line.  
 Mr. Charles H. Phelps, Jr., Austro-Americana.  
 Mr. J. Ter Kuile, Fabre Line.  
 Mr. C. Treyvoux, French Line.  
 Mr. C. Vande Stadt, Holland-America Line.  
 Mr. G. Starace, La Veloce, Navigazione Generale Italiana.  
 Mr. Albert Egelhoff, Lloyd Italiano, Prince Line.  
 Mr. Cesare Conti, Lloyd Sabauda.  
 Mr. Edward Wortmann, North German Lloyd.  
 Mr. Franz Feltmann, Siculo-Americana.

Absent: Cunard Line, Hamburg-American Line.

26. HELLENIC STEAMSHIP CO. (GREEK LINE)—  
 Informal negotiations, pending for some months past, are not apparently nearer a solution of the situation on which application from the Greek Line for admission to Mediterranean Conference for passenger business is hinging.

It was decided that so long as the Greek Line maintained a special general passenger agent in New York, the application could not be accepted.

#### SEVENTH SERIES No. 3

### THE MEDITERRANEAN CONFERENCE

MINUTES OF A STATED MEETING of the Mediterranean Conference, held at No. 19 Broadway, New York, on Thursday, December 19, 1907, at 11 a. m.

#### PRESENT.

Mr. Hermann Winter, North German Lloyd, in the chair.

Mr. F. Tocci, Spanish Line.

Mr. R. H. Farley, American, Red Star and White Star Lines.

Mr. Charles H. Phelps, Jr., Austro-Americana Line.

Mr. J. Ter Kuile, Fabre Line.

Mr. C. Treyvoux, French Line.

Mr. Emil Lederer, Hamburg-American Line.

Mr. A. C. H. Nyland, Holland-America Line.

Mr. G. Starace, La Veloce and Navigazione Generale Italiana.

Mr. Albert Egelhoff, Lloyd Italiano, Prince Line and Sicula-Americana.

Mr. Dino F. Conti, Lloyd Sabauda.

806

Absent: Anchor Line, Cunard Line.

14. EASTBOUND ITALIAN THIRD CLASS RATE ARRANGEMENT—

PREPAID\* (WESTBOUND), ITALIAN THIRD CLASS RATE ARRANGEMENT—(Min. 5 and 11)—

*Fabre Line*, December 16 individually notified intention to continue these arrangements until January 31, 1908.

*Prince Line*, gave same individual notice verbally.

*Lloyd Italiano*, on December 20 and 23, individually gave same notice.

807

*Sicula-Americana* was unprepared to do so—considered it necessary to take lower than present rates—(but subsequently concurred).

It was understood by the others that present Eastbound and Prepaid (Westbound) arrangements shall run to and including January 31, 1908, with proviso that if Sicula makes any reduction in Prepaid rate, or increases commission, each Line reserves the privilege of reducing by same amount in rate or by paying same commission; and that, if Sicula has an East-

808

*Petitioner's Exhibit 26*

bound sailing in January, the rate to be adopted for that sailing will be considered as soon as the sailing date is fixed.

This action is individually confirmed by all the Lines except Sicula.

*Lloyd Sabaudo*—Following notice, December 18, was recorded by Mr. Conti:

809

"My General Offices at Genoa cable that while they are agreeable to an extension of both Prepaid and Eastbound arrangements for a reasonable length of time from January 1, 1908, they do not feel justified in accepting an extension covering only one month to January 31, 1908."

Opinion was expressed that, under the circumstances, Lloyd-Sabaudo would doubtless decide to extend arrangements for January only.

CONFIRMED BY ALL LINES AS TO RECORD AND ACTION—This work completed on March 16, 1908.

## SEVENTH SERIES NO. I

810

## THE MEDITERRANEAN CONFERENCE

MINUTES OF ORGANIZATION MEETING of the Mediterranean Conference, Seventh Series, held at No. 19 Broadway, New York, on Thursday, October 24, 1907, at 2 p. m.

## PRESENT.

Mr. Charles H. Phelps, Jr., Austro-Americana, in the chair.

Mr. J. Ter Kuile, Fabre Line.  
 Mr. C. Treyvoux, French Line.  
 Mr. Emil Lederer, Hamburg-American Line.  
 Mr. A. C. H. Nyland, Holland-America Line.  
 Mr. William Hartfield, La Veloce.  
 Mr. Albert Egelhoff, Lloyd Italiano, Prince Line  
 and Sicala-Americana.  
 Mr. Dino F. Conti, Lloyd Sabaudo.  
 Mr. Luigi Solari, Navigazione Generale Italiana.  
 Mr. Hermann Winter, North German Lloyd.  
 Mr. F. Tocci, Spanish Line.  
 Mr. R. H. Farley, American, Red Star and White  
 Star Lines. 812  
 Mr. W. J. Reilly, Anchor Line.

Absent: Cunard Line.

5. ITALIAN PREPAID (WESTBOUND) THIRD CLASS RATES—Negotiations which have been extending over the entire year 1907 with regard to Italian Prepaid (Westbound) Third Class Rates have practically concluded in an arrangement, provided Fabre Line consents.

The other Lines expressing their confidence in the good faith and desire of Fabre Line to maintain tariff rates and normal commissions for a trial period for balance of 1907, proceeded to affix their individual signatures to the pending arrangement, leaving it to the Fabre Line to follow, even if they do not actually become party to the arrangement, by taking the rate assigned to them thereunder. Secretary was to write Mr. Ter Kuile, General Passenger Agent, Fabre Line, to this effect. 813

(NOTE—Fabre Line subsequently advised acceptance of the arrangement, which is dated and became effective November 11, 1907.)

**Petitioner's Exhibit 27.**

May 28, 1908.

N. No. 1352.

Holland-American Line,  
Rotterdam.

Gentlemen:

On May 25th, the following cables were received from Mr. Peters in London.

815 1. "Referring your last cable Atlantic Conference Lines are unanimously agreed that under present conditions, it is highly essential that the Conference regulations should be strictly enforced against agents and request New York Conference act accordingly, and in case of doubt refer same to arbitration."

816 2. "Meaning resolved opposition steamers to be put on berth against steamers Russian Volunteer, East Asiatic, N. Y. Continental, for east Asiatic (this word undoubtedly means *eastbound*) business at the same or lower rate than these outsiders. Further extent of measure subject to unanimous decision of Atlantic conference. Opposition steamer is appointed by vote by majority of members of North Atlantic and Continental Conferences in New York. Canpac to be considered to enable them to vote. Chairman shall have a casting vote in the event of votes being divided equally. In their decision members shall be guided by considering which steamer is best suitable for being most efficiently opposed. Regarding date of sailing, preference by steeragers capacity. Terms being nearly equal, steamers sailing direct for continent of such party that is short or most short shall be appointed. If a British steamer is selected, it must be subject to consent of Line concerned. New York Conference to be at liberty appoint small committee to carry out this clause. If for such opposition, steamer,



*Petitioner's Exhibit 27*

817

more passengers are booked than she can carry, excess to be transferred to other suitable conference steamer. Further by letter."

Immediately upon receipt of the second cable, a meeting was held by the general managers and passenger agents of the different lines, and the last cable was taken up first. As this cable is very explicit, only little discussion took place, the main point being to appoint a small committee for the selection of the competitive steamers. This committee consists for the present of three members; Mr. Winter of the North German Lloyd, Mr. Farley of the I. M. M. Co., and our Mr. Nyland; the passenger managers will serve in rotation. 818

Subsequently, the first cable was taken up and the apparently interminable question of Zotti's disqualification laid before the Lines. As was expected, the Cunard Line objected to the disqualification, although the reason as stated in our previous letter No. 1351 of May 22nd, did not hold good any more, since a competitive rate has been made to agents against the sailings of the outside Lines. The Cunard Line now claims that on Feb. 17th, they had withdrawn from Conference, as far as the regulations are concerned, relative to sub-agents, and notwithstanding a very strong discussion took place, in which all the other members participated, no headway could be made, the Cunard Line maintaining their position, not wishing to be convinced in any way. It was agreed that a cable be sent to Mr. Peters, making him acquainted with the situation. We as a result cabled you on the same evening as follows: "Rokkenbont objects carrying out Conference Rules governing agents claiming not being party to same by their withdrawal letter Nabalaffen. Peters fully cabled" which we hereby beg to confirm. 819

820

*Petitioner's Exhibit 28.*

After the meeting was over, the small committee appointed under the first cable referred to, met and submitted a report, as per enclosed copy, which has been accepted by the Lines.

In consequence we have at once notified all our agents that for the sailing of S/S "New Amsterdam" June 3rd, at \$24.00 third class outward rate will be effective, and although the time is rather short, we expect considerable business for said departure.

821

We in consequence, cabled to you this morning "Synveld Peters cable nagemend fanatiek selected radysaad zafando against Petersburg" which we here by beg to confirm.

Respectfully,  
HOLLAND-AMERICA LINE,  
A. G.

**Petitioner's Exhibit 28.**

(Cable blank.)

Deutsch-Atlantische Telegraphen-Gesellschaft.

(German Atlantic Cable Company.)

822

Two direct cables from New York to Germany.

June 17, 1909.

(Copy.)

To Tranconfer,  
New York.

Cancelling my telegram fifteenth British Lines now prefer matter be dealt with small committee strictly according minute 22.

SECRETAIR.

**Petitioner's Exhibit 29.**

823

(Cable Blank.)

Deutsch-Atlantische Telegraphen-Gesellschaft.

(German Atlantic Cable Company.)

Two direct cables from New York to Germany.

In connection with the Commercial Cable Company.

Sept. 17, 1909.

(Copy)

To

Tranconfer,  
New York.

824

Small committee your cable June ninth now agreed.  
SECRETAIR.

---

**Petitioner's Exhibit 30.**

May 24, 1909.

No. 1513.

Holland-America Line,  
Rotterdam.

Gentlemen:

825

We beg to enclose a copy of a letter sent by the Small Committee through Mr. Lawson Sandford to Mr. Peters of Jena, Germany. This letter will explain the reasons why S/S Estonia was selected as a fighting ship against S/S Volturno, which will now leave on May 25th.

Respectfully,  
HOLLAND-AMERICA LINE.

A. G.,  
Gen'l Agent.

826

**Petitioner's Exhibit 31.**

(Cable Blank.)

Deutsch-Atlantische Telegraphen-Gesellschaft.

(German Atlantic Cable Company.)

Two direct cables from New York to Germany.

In connection with the Commercial Cable Company.

June 9, 1909.

(Copy)

To

Secretair,

827

Jena.

Nordwest raglan castle about June 23, allowing extra  
commission high as five small com consider necessary  
adopt same tactics cable confirmation.

Uranium 147.

TRANCONFER.

---

**Petitioner's Exhibit 32.**

(Cable blank.)

Deutsch-Atlantische Telegraphen-Gesellschaft.

828

(German Atlantic Cable Company.)

Two direct cables from New York to Germany.

In connection with the Commercial Cable Company.

August 3, 1909.

(Copy)

To

Tranconfer,

New York.

Raglan castle opposition steamer must be appointed.

SECRETAIR.

**Petitioner's Exhibit 33.**

829

N. No. 1556

Aug. 3, 1909.

Holland-America Line,  
Rotterdam.

Gentlemen:

In view of the following cable received by Mr. Lawson Sandford, from Secretary Peters at Jena today, "Raglan Castle opposition steamer must be appointed," the "Small Committee" selected our S/S "Rotterdam" sailing next Tuesday as the fighting steamer.

The third class rate for our S/S "Rotterdam" will be \$24.00 with \$2.00 commission against \$25.00 less \$3.00 commission on S/S "Raglan Castle," which is also scheduled for the 10th inst. 830

In order to interfere as little as possible with the business of the other Lines our rates will not be published until the 5th inst for agents outside of New York, and on the 6th inst. for New York and vicinity agents.

Respectfully,  
HOLLAND-AMERICA LINE,  
A. G.,  
Gen'l Agent.

831

832

**Petitioner's Exhibit 34.**

HOLLAND-AMERIKA LIJN.

Rotterdam, August 12th, 1909.

Holland-America Line,

New York.

Dear Sirs:

Your favours No. 1555 and 1556 of the 3rd inst to hand.

833

We note that SS. "Rotterdam," which left your port the day before yesterday, has been selected as opposition steamer against the "Raglan Castle," with a rate of \$24 and \$2 commission.

The contents of your travelling agent's report about business at Paterson have had our attention.

We herewith beg to return Mr. Fabius's report from Springfield, No. 65, dated July 22nd, and remain,

Yours truly,

HOLLAND-AMERICA LINE.

834

**Petitioner's Exhibit 35.**

835

April 27, 1909.

No. 1503.

Holland-America Line,  
Rotterdam.

Gentlemen :

Referring to our letter Private No. 1499 of April 18th, we beg to confirm our today's cable stating that Steamer "Uranium" of the Northwest Transport Line, left last Saturday with 4 cabin and 95 3rd class passengers.

Although this number is considerable higher than the number of passengers carried on Steamer "Volterno," it is sufficiently small in our opinion to fully justify the action, or rather the non-action of the small Committee appointed for this purpose.

836

The sailing of the next Steamer to be considered is the "Raglan Castle" to leave from New York May 8th.

We will keep you duly informed as to any action which may be thought desirable.

Respectfully,  
HOLLAND-AMERICA LINE,  
A. G.,  
Gen'l Agent.

837

In consideration of the large difference in price (\$10) the number carried by the Uranium is not large compared to the K. A. Victoria's 370 and Lapland's 350.

838

**Petitioner's Exhibit 36.**

HOLLAND-AMERIKA LIJN.

G

Rotterdam, May 4th, 1909.  
Tuesday.Holland-America Line,  
New York.

Dear Sirs:

839 *North-West Transport Line.* We herewith beg to acknowledge receipt of your private No. 1503 of April 27th, confirming your cable of the same date stating that ss. "Uranium" left New York on the 24th of April with 4 cabin and 95 third class passengers.

We note what you say with regard to the action, or rather the non-action of the small committee in connection with this sailing; also that you will keep us duly informed as to any action that may be thought desirable against the next ss. of the N. W. T. L. ("Raglan Castle," scheduled to sail May 8th from New York.)

Yours truly,  
HOLLAND-AMERICA LINE.

840



**Petitioner's Exhibit 37.**

841

**HOLLAND-AMERIKA LIJN.**

Rotterdam, March 29th, 1909.  
Monday.

Holland-America Line,  
New York.

Dear Sirs:

We beg to confirm our cable of the day before yesterday, reading as follows:

"Uricas (het navolgende bericht betreft uw schrijven No.) 1352 valkpeppen (de pool-vergadering besloot) reinstate committee appointing if in their judgment necessary opposition steamers against Northwest Transport Snoeimaand (sein ons uwe opinie in zake) generally rangschik (verhoog den eastbound derde klasse prija in dollars met) Continental Zabarella (\$3) considering all Italian Lines including Rokkenbont (Cunard Line New York service) advanced and reinstated committee now able protecting Rivierzand (Nordatlantischer Dampferlinien Verband) against Northwest Transport Vademhout (het navolkende bericht betreft) Prinz Oskar Velghout (wij hechten waarde aan) Nylands presence steamers arrival arrange for prompt dispatch of passengers urigine (overeenkomstig uw cablegram) Nachtjes (6 Maart)," the contents of which are self-explanatory.

842

The decision to meet the eastbound competition of the Northwest Transport Line was reached at the Paris meeting of March 25th, all parties being in favor of the measure with the exception of the Allan Line. It was therefore agreed that the Allan Line's share of participation was to be borne by the other Lines in proportion to their shares.

843

Because it would not do that opposition steamers were appointed if the competition of the Northwest

281

*Petitioner's Exhibit 37*

844

Transport Line would do not greater harm than was worked for instance by their first and second sailings with 17 and 40 passengers respectively, it was understood that no action was to be taken unless the committee appointing the opposition steamers should think it advisable to do so.

845

Eastbound continental business thus being sufficiently protected, we decided to ask for your views in regard to a general increase of eastbound continental rates by three dollars. Considering that the Italian Lines will raise their eastbound rates, and also considering that the Cunard Line Mediterranean Service has consented at the above meeting to become a party to the Italian eastbound agreement (which is not official yet), we think that the situation would perfectly justify the increase, and as we have in the meantime heard from you that you fall in with our idea, we shall immediately approach the Lines on the subject. It is of course understood that the English Lines are to co-operate.

846

We note from your cable of the 29th instant that up till then the Lines had not yet instructed their representatives in New York to re-instate the committee to appoint opposition steamers against the North-West Transport Line. We trust, however, that these instructions will reach them in due course, but in order to be quite sure we have communicated with Secretary Peters requesting him to arrange for a prompt execution of the resolution passed at Paris on the 25th inst.

From the further contents of our cable you will have seen that we think it desirable that Mr. Nijland should meet the "Prinz Oskar" at St. John in order to make arrangements for the prompt dispatch of her passengers in conformity with the policy set forth in your cable of the 6th inst.

We are,

Yours very truly,  
HOLLAND-AMERICA LINE.

**Petitioner's Exhibit 38.**

847

Rotterdam, May 25th, 1909.

4971.

Holland-America Line,

New York.

Dear Sirs:

"*Volturno*"-"*Estonia*." Your Private No. 1510 of May 14th came duly to hand. We noted that the small committee selected ss. "*Estonia*" of the Russian-American Line, scheduled to sail May 22nd, as a fighting steamer against ss: "*Volturno*" of the North-West Transport Line, scheduled to sail the same day. (We have in the meantime received your yesterday's cable informing us that the "*Volturno*'s" departure has been delayed until May 25th.)

848

We further noted that the rate fixed for the ss. "*Estonia*" is \$26 with \$2 commission and that said rate will be made lower should conditions warrant this.

Your remarks contained in the latter part of your letter *re* Messrs. Richard & Co.'s withdrawal from the passenger agency of the N. W. T. L. have our full attention. We have written today to Mr. Peters, Jena, on the subject.

Yours truly,  
HOLLAND-AMERICA LINE.

849

With regard to the transfer of the N. W. T. L. agency by Messrs. C. R. Richard & Co. we may say that it is not impossible that owing to the N. W. T. L. taking Italian Westbound passengers via Chiasso—Basle at very reduced rates, the Italian Line which C. B. R. & Co. represent, may have objected to C. B. R. & Co., continuing the N. W. T. L. agency.

850

**Petitioner's Exhibit 39.**

HOLLAND-AMERIKA LIJN.

Rotterdam, August 4th, 1908.  
Tuesday.

4608.

Holland-America Line,

New York.

Dear Sirs:

851 We are in receipt of your favours No. 1380 and 506 of July 24th and note from the former that at a meeting of the small committee on July 23rd, it was decided to further reduce the third class eastbound rate of ss. "Noordam" 28/7 to \$21 less \$2 commission, and that the ss. "Volturnos" which was expected to leave your port on the 11th inst., is now scheduled to sail between Aug. 15th and 20th.

In compliance with your No. 506 we herewith beg to hand you the desired certificate in connection with Section 8 of the act of March 3rd, 1893, duly signed by us and legalized by the U. S. consul here.

Yours truly,  
HOLLAND-AMERICA LINE.

852

**Petitioner's Exhibit 40.**

853

HOLLAND-AMERIKA LIJN.

Rotterdam, August 31st, 1908.

Monday.

Holland-America Line,

New York.

Dear Sirs:

We duly received your favour of the 21st inst. about opposition steamers to ss. "Estonia" 1/9 and ss. "Rossia" 16/9, contents of which have been noted.

In this matter we beg to confirm our telegram of the 27th inst., informing you that the Russian East Asiatic Line has joined the Eastbound Steerage Pool, and asking you to withdraw the "Statendam's" fighting rate.

854

Yours truly,  
HOLLAND-AMERICA LINE.

**Petitioner's Exhibit 41.**

(Cable Blank.)

Deutsch-Atlantische Telegraphen-Gesellschaft,

(German Atlantic Cable Company.)

Two direct cables from Germany to New York.

855

Exclusive connection with the Commercial Cable Company.

Sep. 1, 1908, at 447 A. M.

"Via Emden-Azores."

43 Dn Fa' Jena 13

Tranconfer, N. Y.

Admit eastasiatic Conference regular terms have concluded agreement terminating 1911.

SECRETAIR.

**Petitioner's Exhibit 42.**

856

Aug. 28, 1908.

No. 1390.

Holland-America Line,  
Rotterdam.

Gentlemen:

We beg to acknowledge receipt of your esteemed cable of the 27th inst., informing us that the Russian East Asiatic Steamship Company has entered into the agreement with the North Atlantic Pool Lines, and that our reduced rates for S/S "Statendam" should be withdrawn at once.

857

Already Mr. Sandford had been informed by secretary Peters from London that this was the case, and requesting us to withdraw our reduced rate for next week's steamer. We have at once issued circulars as per enclosed copy and distributed same among our agents, notifying our general agents in the United States by telegram of the situation.

We trust that very soon full information will be received in order that further arrangements may be made for the proper control of the sub-agents on this side.

Respectfully,  
HOLLAND-AMERICA LINE,  
A. G.

858

**Petitioner's Exhibit 43.**

859

*Circular No. 21—Third Series.*

The Continental Conference,  
 No. 19 Broadway,  
 New York, September 1st, 1908.

Agents are advised that the Russian-American Line  
 (Russian East Asiatic S. S. Co., Ltd.) is a member  
 of conference.

AUSTRO-AMERICANA.  
 CUNARD LINE.  
 FRENCH LINE.  
 HAMBURG AMERICAN LINE.  
 HOLLAND AMERICA LINE.  
 NORTH GERMAN LLOYD.  
 RED STAR LINE.  
 RUSSIAN AMERICAN LINE.

860

861

962

**Petitioner's Exhibit 44.**

HOLLAND-AMERIKA LIJN.

Telegram-Adres:

Afdeeling Passage.

Americano Rotterdam.

Rotterdam, June 19th, 1908.

Friday.

1059.

Holland-America Line,  
New York.

Dear Sirs:

863

We duly received your Private No. 1360 of June 9th, with enclosed memo from Mr. Sandford under date of June 8th promulgating exchange of cables between the Cunard Line, Mr. Peters and Mr. Sandford *re* disqualification of agents giving continental business to Italian Lines, contents of which have our full attention.

We also noted what you say with regard to the intended discontinuance of the sailings of the Russian Volunteer Fleet. In connection herewith we beg to refer to Mr. Peters' circular letter No. 150, stating that according to information received from abroad the R. V. F. will not send out any more steamers until westbound traffic improves.

864

As to the rumour that the Russian East Asiatic Co. will stop their service after the sailing of their new ss. "Rossia," scheduled to leave your side on June 24th, we beg to say that we could not yet obtain certainty as to that.

Yours truly,

HOLLAND-AMERICA LINE.

A. R.





### COLOR KEY TO TERRITORIAL DIVISIONS.



NEW ENGLAND PASSENGER  
ASSOCIATION



SOUTHWESTERN EXCURSION  
BUREAU



TRUNK LINE ASSOCIATION



EASTERN AND TRANS-MISSOURI  
COMMITTEES OF WESTERN  
PASSENGER ASSOCIATION



CENTRAL PASSENGER ASSOCIATION



TERRITORY COVERED BY TRUNK  
LINE AND CENTRAL PASSENGER  
ASSOCIATIONS



SOUTHEASTERN PASSENGER  
ASSOCIATION



JOINT TERRITORY COVERED BY BOTH  
CENTRAL AND WESTERN PASSENGER  
ASSOCIATIONS



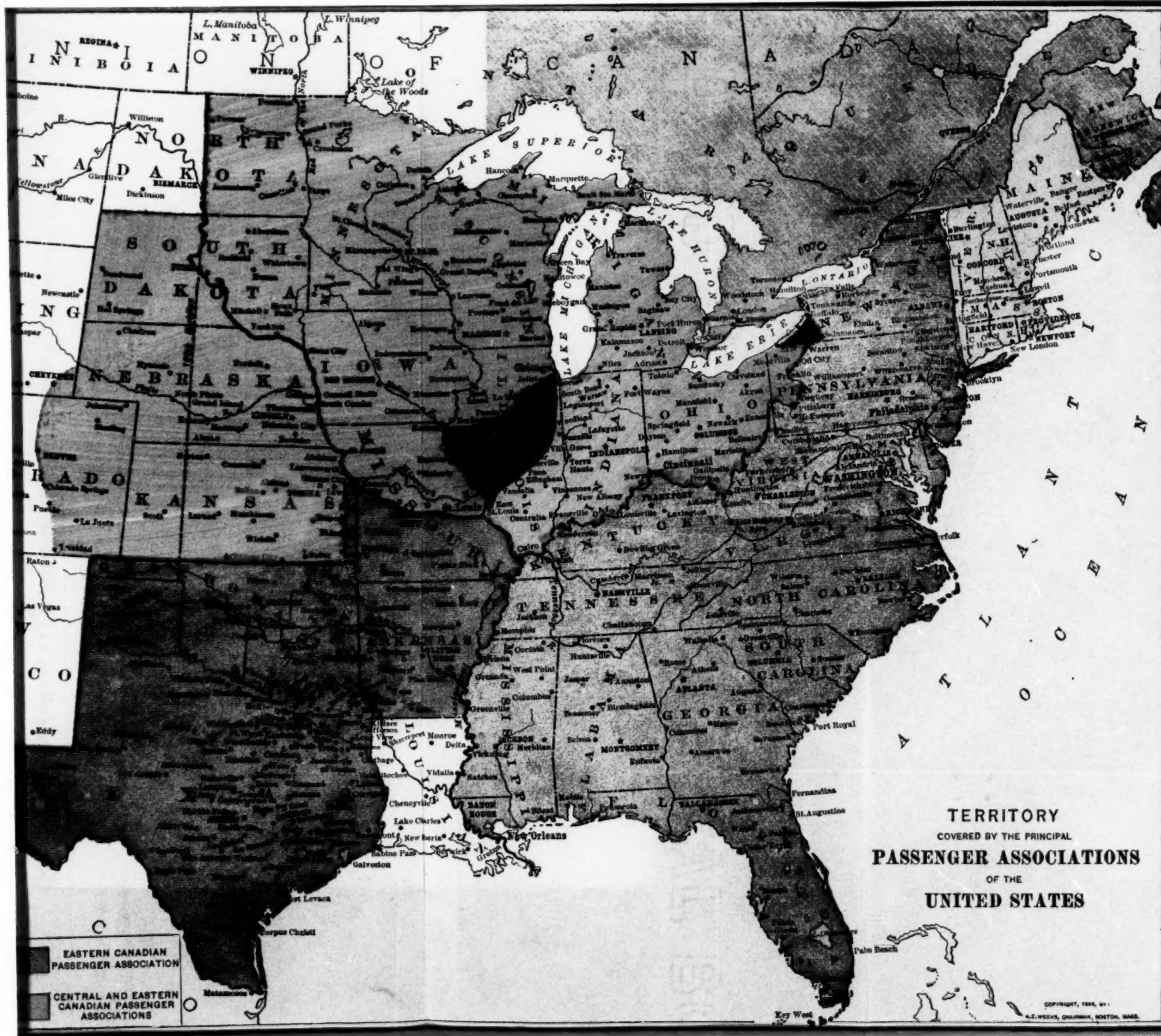
EASTERN CANADIAN  
PASSENGER ASSOCIATION



CENTRAL AND EASTERN  
CANADIAN PASSENGER  
ASSOCIATION

----- OUTLETS AND GATEWAYS FOR DIFFERENT ASSOCIATIONS





**Petitioner's Exhibit 45.**

865

866

867

868

**Petitioner's Exhibit 46.**

(Mimeograph copies will be delivered tomorrow.)

New York, December 3, 1908.  
Confidential.

To the Lines:

Dear Sirs:

*Eastbound Steamship Passenger Traffic.*

Your Special Committee attended a meeting of Central Passenger Association in Chicago on December 1—and concluded arrangement for Eastbound business—by exchanging letters—

The following was addressed by your Special Committee to Mr. Donald.

869

Chicago, December 1, 1908.

We hereby accept the unofficial record of the meeting held in your office at Chicago, December 1, 1908, which practically states that a commercial allowance of ten per cent (not to exceed \$1.50) on all Eastbound rail business issued in connection with steamship business originating in and passing through territory of the Central Passenger Association (except the Province of Ontario) is offered by the railroads comprising the Central Passenger Association and is hereby accepted by the Steamship Lines, with the definite understanding that no part thereof shall be divided with a passenger, under penalty of cancellation of the offending agency.

870

Reply in behalf of the initial Eastbound Railroads is shown on attached sheet. Further report will follow, outlining the methods to be observed in handling rail voucher coupons, etc.

Yours truly,

HERMANN WINTER,  
CESARE CONTI,  
R. H. FARLEY,  
MAX STRAUS,  
A. C. H. NYLAND,  
EMIL LODERER,  
G. McL. BROWN,  
LAWSON SANDFORD,

Special Committee.



*Petitioner's Exhibit 46*

871

Eastbound Steamship Passenger Traffic—

To accompany special Committee Report to the  
Lines December 3—page 2.

(Copy)

Central Passenger Association.

Chicago, December 1, 1908.

Messrs.

Hermann Winter,  
A. C. H. Nyland,  
Emil Lederer,  
Max Straus,  
R. H. Farley,  
Geo. McL. Brown,  
Lawson Sandford,

872

Executive Committee,

Trans-Atlantic Steamship Conference.

Dear Sirs:

Acknowledging your communication of this date advising acceptance of the conclusions resulting from the several joint conferences of certain rail and steamship lines, the undersigned roads advise you that until further notice they will make a commercial allowance of ten per cent, not exceeding a maximum per ticket of \$1.50 on accredited sales of second class tickets (and on first-class tickets at points of purchase where second class rates are not effective) when sold in connection with second, third and steerage classes of Trans-Atlantic Steamship travel, in the definite understanding that said allowance or any part thereof shall not be divided with purchasers of such tickets or in any way used to reduce established rail fares.

873

Canadian Pacific Railway, by Robert Kerr, P. T.  
M.

*Petitioner's Exhibit 46*

874

Baltimore & Ohio Railroad, by B. N. Austin, G. P. A.

Baltimore & Ohio Southwestern Railroad, by C. P. McCarthy, G. P. A., per B. N. Austin.

Erie Railroad, by H. C. Holbird, A. G. P. A.

Grand Trunk Railway System, by G. T. Bell, G. P. & T. A.

New York Central Lines:

Cleveland, Cincinnati, Chicago & St. Louis Railway, Lake Erie & Western Railroad, Lake Shore & Michigan Southern Railway, Michigan Central Railroad, by Warren J. Lynch, P. T. M.

875

New York, Chicago & St. Louis Railroad, by B. F. Horner, G. P. A.

Pennsylvania Company:

Pittsburgh, Cincinnati, Chicago & St. Louis Railway, Vandalia Railroad, by E. A. Ford, P. T. M.

Toledo, St. Louis & Western Railroad, by W. L. Ross, G. T. M.

Wabash Railroad, by C. S. Crane, G. F. P. A.

Yours truly,

(Signed) F. C. DONALD,

Commissioner.

876

**Petitioner's Exhibit 47.**

877

(COPY.)

November 12, 1908.

H. A. Eschenburg, Esq.,  
Chicago.

Dear Sir:

*Eastbound Steamship Passenger Traffic.*

Referring to Conference letter October 29, 1908, on this subject—You are advised for the confidential information of the Chicago General Passenger Agents of interested Lines that there have been further joint conferences with the Railroads, 10th and 11th instant—

878

Resulting in a settlement of all outstanding matters concerning the effectiveness of the principles laid down in draft understanding dated October 2, 1908, between Central Passenger Association and Steamship Lines—and subject only on or before December first, 1908, to changes in phraseology that may be suggested by joint committee of counsel representing interested rail and ocean Lines.

But the intent is that there shall be no change in the principles.

If on or before December 1, 1908, the understanding is ratified and signed, the operation is retroactive as to Eastbound Steamship Passenger Traffic involved on and after 15th November, 1908.

579

Details will work themselves out.

However, the commercial allowance on rail tickets is to be handled as follows:

Until new issue of ocean tickets shall be printed containing an appropriate rail voucher coupon, Steamship booking agents are to use enclosed temporary coupon for this purpose, as explained on enclosed joint circular of the Lines to their agents. Supplies of this temporary voucher-coupon and of the circulars will be furnished direct by the offices at the Seaboard



*Petitioner's Exhibit 47*

880

to their General Passenger Agents for territory controlled by such General Passenger Agents, and direct to booking agents in territory of C. P. A. directly under the jurisdiction of Seaboard offices. As the territory at present is that of C. P. A. only, the Chicago general representatives shall arrange appropriate action to provide for the use of the rail vouchers by agents—west of C. P. A. territory but whose passengers pass through C. P. A. gateway bound east.

881

The steamship booking agent is to fill out the upper portion of the rail voucher coupon and arrange to secure the particulars of the second class rail ticket or tickets issued to the holder of the ocean ticket or tickets—the issuing initial rail agent filling out the lower portion and imprinting his dating stamp in the space assigned for this purpose.

The rail voucher coupon is to be sent to the General Passenger Agent of the Steamship Line with advice and remittance for the ocean ticket—less 5% and no more, rail commercial allowance of the value of the rail ticket or tickets in connection therewith.

Settlements by General Passenger Agents are as follows:

882

In making their reports they shall forward each rail voucher coupon—crediting themselves with 7 1/2% commission—no more.

The Seaboard offices will deal direct with Mr. Donald regarding settlement of the commercial allowance as between the Railroads and Steamship Lines.

Conference letter of October 29, 1908, indicates the united stand of the General Managers of the Steamship Lines in respect to this matter. It is unnecessary to reiterate or to particularize in detail—but in requiring the fullest and most hearty co-operation of the General Passenger Agents it may be stated that the general plan is intended to spread over the United States and Canada to the eventual better conduct of

the business and to secure a fair and reasonable remuneration to the Steamship booking agent. The Steamship booking agent is to be specially warned not to divide either ocean or rail commercial allowance with purchasers—these allowances are for himself as compensation for his work.

Any departure from this rule by any booking agent renders him liable to cancellation by all Steamship Lines or an alternate penalty—as circumstances in individual cases warrant.

And further—the General Passenger Agents are to retain for themselves 2 1/2% of the rail commercial allowance out of the 7 1/2%—which they are herein authorized to deduct when forwarding the rail voucher coupons.

884

Any departure from the spirit and intent of the principles laid down for the conduct of Eastbound Rail business in connection with Steamship business by either Lines or General Passenger Agents will be held to constitute a violation of Conference obligations.

The principles provide for an efficient control of the business to give full effect to ocean differentials and avoid excessive competition and demoralization among Lines, General Passenger Agents and booking agents.

885

Western Passenger Association have again stated that as soon as final draft with the required legal verbiage shall have been ratified and signed, immediate and if possible concurrent steps with retroactive understanding shall be negotiated by them for their territory.

Soo Line has served notice that they will adopt same policy as W. P. A.

The confidential character of the negotiations and the intentions of the Steamship Lines is of course fully understood.

*Petitioner's Exhibit 47*

886

General Passenger Agents are to transmit to their Seaboard offices any information of interest germane hereto that may come to their knowledge and to negotiate with no one. Such information should also be supplied to Chicago Committees for the immediate transmission to Conference.

The above covers the essential points needed to be brought to attention in connection with draft understanding of October 2, 1908—

387

While it is anticipated that ratification will be accomplished on or before December 1, 1908, and the retroactive basis on and after November 15, 1908, shall apply—no promises or explanation direct or indirect or implied to booking agents concerning a commercial allowance or business done on or after November 15, 1908, can be made.

If as expected the understanding will be ratified the use of the rail voucher coupon meanwhile establishes a record for settlement of the retroactive commercial allowance.

888

The booking agents may be told that the joint circular of the Lines indicates a movement which will probably work out to their advantage and they are to await further information—meanwhile to observe instructions fully and with a full spirit of co-operation.

It would be a violation of the mutual obligations of Rail and Steamship Lines to refer to negotiations either in conversation or otherwise with booking agents, or with anyone else.

Possibly the legal matters may be settled very promptly, but until they are and the understanding is actually ratified and signed, no information concerning it is to be given out.

In conclusion it is to be perceived from this communication that the understanding has been practically accomplished—that it is simple; that if ratified, it

*Petitioner's Exhibit 47*

889

will be retroactive for Eastbound business done on and after November 15, 1908; and that to provide for this retroaction it is necessary to obtain vouchers for rail business done during the interval.

And that pending conclusion and ratification, agents must obey orders unquestioningly; that also the negotiations between Railroads and Steamship Lines are confidential and are to be treated so in all respects.

Yours truly,

890

891

892

**Petitioner's Exhibit 48.**

PERSONAL AND CONFIDENTIAL.

Proceedings of Joint Meeting

between

Railroad Committee of the Steamship Lines

and the

Advisory Committee of the Immigrant Bureau

of the

Western Passenger Association

893

and

Other Interested Lines

held in

Offices of the Trans-Atlantic Steamship Conferences,  
No. 19 Broadway, New York City, Thursday, Feb-  
ruary 25, 1909.

11:00 A. M.

Present, Steamship Lines:

894

Allan Line, represented by proxy.

American Line, R. H. Farley.

Anchor Line, W. J. Reilly.

Austro-Americana Line, represented by proxy.

Can. Pac. Ry-Atlantic Service, Robt. Kerr, Allan  
Cameron.

Cunard Line, R. L. Walker, H. H. Kellerman.

Donaldson Line, represented by proxy.

Dominion-White Star Line, R. H. Farley.

Fabre Line, D. H. E. Jones.

French Line, represented by proxy.

Hamburg-American Line, Emil Lederer, A. Gips.

Holland-America Line, C. Vande Stadt.

Italia Line, Wm. Hartfield, Luigi Solari.  
 La Veloce Line, Wm. Hartfield, Luigi Solari.  
 Lloyd Italiano Line, Albert Egelhoff.  
 Lloyd Sabaudo Line, represented by proxy.  
 Navigazione Generalo Italiana, Wm. Hartfield,  
 Luigi Solari.

North German Lloyd Line, Herman Winter.

Prince Line, Albert Egelhoff.

Red Star Line, R. H. Farley.

Russian-American Line, Max Straus.

Scandinavian-American Line, A. E. Johnson.

Sicula American Line, J. P. McGill.

Spanish Line, represented by proxy.

896

White Star Line, R. H. Farley.

Mr. Lawson Sandford, Secretary, Trans-Atlantic  
 Steamship Conferences.

#### Railroad Lines:

A., T. & S. F. Ry., W. J. Black.

C. & N. W. Ry., Ralph Johnson.

C., B. & Q. R. R., Chairman.

C., M. & St. P. Ry., A. F. Merrill.

C., R. I. & P. Ry., J. Sebastian, L. M. Allen.

Mo. Pac. Ry., C. L. Stone.

Un. Pac. R. R.,

Mr. Eben E. MacLeod, Chairman, Mr. T. Thompson, Secretary, and Mr. E. F. Burnett, General Agent,  
 Western Passenger Association.

897

#### Also Present:

Canadian Pacific Ry., Robt. Kerr, Allan Cameron.

C. & A. R. R., Geo. J. Charlton, Frank Bowman.

C. G. W. Ry., J. P. Elmer.

Grand Trunk Ry., W. P. Hinton.

Great Northern Ry., A. L. Craig, W. M. Lowrie.

Southern Pacific System, L. H. Nutting.

On motion, Mr. MacLeod took the Chair.

*Petitioner's Exhibit 48*

898

*Eastbound Trans-Atlantic Steamship Traffic.*

899 The Chairman stated that the Advisory Committee of the Immigrant Bureau of the Western Passenger Association had held a meeting in New York, Tuesday, February 23, 1909, at which, among other questions, that of adopting an arrangement which would have the effect of regulating the so-called eastbound trans-Atlantic steamship traffic was considered; that the following recommendation had been drawn up with the view to presenting same to the Western Passenger Association for concurrence, but before doing so it was deemed desirable to give the steamship lines an opportunity to make any expressions or suggestions they might have to offer thereon, viz:

"Recommended, first, that arrangements be made with the steamship lines on the same class of business and similar to those in effect between Central Passenger Association rail lines and the trans-Atlantic steamship lines, effective November 15, 1908, on the basis of a commercial allowance of ten per cent on all business originating in or passing through Western Passenger Association territory, with a maximum of 75 cents per ticket.

900

"Second, that the Advisory Committee of the Immigrant Bureau of the Western Passenger Association shall serve as the Routing Committee for this business with power to act.

"Third, that with regard to the division of this traffic from Trans-Continental Passenger Association territory, the Trans-Continental Lines be informed of this arrangement and that until such time as those lines advise of a divisional arrangement for their part of the territory, this committee through the steamship lines assume division of said traffic."

During the discussion which ensued, the point was made on behalf of the steamship lines that they had ex-

pected as compensation for their assistance in regulating this traffic, a commercial allowance of ten per cent with a maximum of \$1.50 from the western lines and asked that this proposition be given careful consideration by the Western Passenger Association, as well as by the Trans-Continental Passenger Association lines; that having in mind the large amount of commissions, which had been paid by different western lines to the steamship agents on this traffic in years past, this compensation seemed only reasonable, and the hope was expressed that the proposed recommendation to the western lines would be reconsidered by the Advisory Committee and that a commercial allowance be made on the basis suggested by the steamship lines.

902

The question was then asked as to whether, in case it were found possible to meet the views of the steamship lines on the question of compensation, they would be in a position to control all of their steamship agencies, to which reply was made that the steamship lines were in position to absolutely control every agent without exception.

The opinion was expressed on the part of some of the rail lines that it would probably be a very difficult question to secure the concurrence of all the western lines involved in an arrangement of the kind proposed, but it was understood, after having received the expressions of the steamship lines, the subject would be taken under further consideration, the result of which would be presented to the steamship lines in due course.

903

*Question of Equalizing Through Atlantic Ports via Chicago Rail Fares Through Canadian Ports.*

Reference was made to the fact that the Grand Trunk Railway in its supplement No. 11 to Passenger Tariff No. 283 had authorized the application via Chicago of the same low fares from Canadian ports to



*Petitioner's Exhibit 48*

904

British Columbia destinations as in effect via the Canadian Pacific Railway, and that it seemed, in order to protect the steamship lines landing at the United States ports, some arrangements should be made to equalize the fares through these ports.

It was explained that while the Grand Trunk Railway had issued the supplement above referred to, it was done without the concurrence of the Chicago-St. Paul Lines; that these lines would, therefore, insist upon their full proportions on these fares applying via Chicago.

905

The Chairman stated that this question was related to one which it was intended to place before this conference, namely that of granting authority to the steamship lines to meet to Washington, Oregon, *et cetera*, through Atlantic ports, the low fares made by the Canadian Pacific Railway through Canadian ports to British Columbia.

906

Attention was called to the several conferences had between the Advisory Committee of the Immigrant Bureau and the steamship lines on this question, and it was further stated by the Chairman that he had kept fully informed as to the volume of this traffic and in close touch with the situation generally, and that it had not been deemed necessary up to the present time to take action thereon. It appeared, however, that the steamship lines had recently renewed their request to be granted such authority, and that this had led to a further investigation, the result of which he was ready to lay before this conference.

The Chairman then laid before the meeting statement which he had compiled as a result of his investigation of the situation as follows:

ALIENS DESTINED TO THE STATE OF  
WASHINGTON THROUGH "BORDER STA-  
TIONS," FROM AND THROUGH CANADA  
DURING THE LAST SIX MONTHS OF 1906  
AND 1907.

Citizens of other countries.

	Citizens of Canada	In Canada from ar- rival to 15 days	In Canada from 15 days to 6 months	In Canada from 6 to 12 months	In Canada 1 yr or over	Total Citizens of other coun- tries	Grand Total	
1906								908
July	8x		22	10	114	152	160	
August	9x		140	9	144	293	302	
Sept	12x		90		145	235	247	
Oct	31		36	36	104	176	207	
Nov	27		80	223	291	594	621	
Dec	13		19	53	135	207	220	
Total	100		387	337	933	1657	1757	
1907								
July	50	11	138	7	71	227	277	909
August	95	18	291	86	106	501	596	
Sept	150	25	220	52	227	524	674	
Oct	248	24	360	69	235	688	936	
Nov	354	12	125	169	312	618	972	
Dec	125		61	56	115	232	357	
Total	1022	90	1195	439	1066	2790	3812	

Estimated

*Petitioner's Exhibit 48*

910

Attention was called to the fact that this statement showed that there were but ninety passengers during the period named who crossed into Washington within fifteen days of arrival in Canada, taking advantage of the low fares in effect via the Canadian Pacific Railway, and that the showing did not seem to indicate that the fares of the latter company were injuriously affecting the interests through the United States Atlantic ports.

911

The Chairman further explained that not only did the situation not seem to warrant action, but that to undertake to meet the fares would involve a reduction in fares in territory as far east as Nebraska and Montana.

With this statement of the situation as it existed at the present time, the view prevailed that the question could safely be left in the hands of the western connections of the steamship lines as had been done in the past.

*Issuance of Annual Passes to Representatives of  
Steamship Lines.*

912

The record with regard to the issuance of passes to steamship representatives was referred to, attention being called to the original understanding reached between the Immigrant Bureau and steamship lines in the year 1897 at which time the issuance of passes was made a part of this understanding as follows:

"RESOLVED, That one annual pass be issued by each road to one passenger representative of each trans-Atlantic steamship company, it being optional with the railroads whether such pass be issued to the general agent or his traveling representative; the intent being to permit of the steamship line designating to each road which of its representatives—whether the

general agent or the traveling agent shall be given the annual, so long as only one annual is issued by each road to a steamship representative engaged exclusively in passenger traffic.

"It was further understood that where a line had a separate service operated under separate general agency, it should be treated as a separate line, so far as issuance of annual passes is concerned.

"Attention was also called to the record with respect to the revised understanding of 1905 quoted as follows:

"That the traveling agents of the steamship lines receive from all members of the Western Passenger Association and the Southern Pacific annual passes over the lines of their roads,

914

"Note: At meeting of the Advisory Committee held in Chicago, January 26, 1905, it was understood that the question of issuance of passes was one which the executive officers of the various lines controlled and that the passenger departments could only recommend to such officers the continued issuance of the passes which had been heretofore approved and covered in the Executive Officers Pass Agreement."

The point was made by the steamship lines that the issuance of such transportation was considered a part of the arrangement between the steamship lines and rail lines; that under the ruling of the Interstate Commerce Commission of June 9, 1908, this transportation had been recalled and that consequently the steamship lines were now put to an expense for their traveling representatives, and that it seemed only fair under all circumstances the latter be compensated therefor by the rail lines.

915

The Chairman explained that since the adoption of the understanding between the steamship and rail lines, the Hepburn Law had been enacted, and the

*Petitioner's Exhibit 48*

916

ruling of the Commission issued, it would be illegal for the railroads to grant such transportation privileges to the steamship lines and that therefore they had no alternative, much as they disliked to do so, but to withdraw their annual passes.

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On behalf of the steamship lines, the point was then made that considering the record with regard to the issuance of passes as made at this conference, that if it is not found practicable to restore passes, the steamship lines should be given some equivalent therefor in the way of compensation, and with this statement they desire to leave the matter in the hands of the rail lines.

During the discussion of the question, reference was made to the fact that some of the Canadian Pacific Railway representatives who also represent the Canadian Pacific Steamship Lines in some cases held annual passes of Western Lines and that while not issued to them as steamship representatives, it virtually had that effect, thus creating an inequality as against trans-Atlantic steamship representatives.

918

It was understood that this subject would be docketed for discussion at the next meeting of the Advisory Committee to consider the question of further reference of the matter to the Executive Officers with the view to possibly taking it up with the Interstate Commerce Commission.

There being no further business, the meeting, on motion, adjourned.

EBEN E. MACLEOD,  
Chairman.

T. Thompson,  
Secretary.

**Petitioner's Exhibit 49.**

919

**HOLLAND AMERICA LINE**

Address for Telegrams      Passenger Department  
Americano Rotterdam

Rotterdam, November 16th, 1899.

Private No. 206

HOLLAND-AMERICA LINE,

New York.

At the meeting held at London amongst Continental Lines on the 8th instant, special attention has been called to the circumstance that Messrs. C. B. Richard & Co. are drawing prepaid orders on outside parties for Continental business. It was expressed as the sense of the Meeting that it is inconsistent with Messrs. C. B. Richard & Co. representing a Steamship Line in Conference, to do business of this sort at the detriment of the other Lines' interests, and Mr. Peters was instructed to file a letter with Mr. Sandford to this effect, the Lines further agreeing that they should request their American representatives, to underline this complaint by energetically protesting against Messrs. Richards' attitude in this matter. 920

BEAVER LINE. We have noted with interest the communications upon this subject contained in your letters 324 and 325, which have served in the discussion of the Beaver Line matter, when in London. As you will see from Minute 312, the differences with British Lines in regard to the old Beaver Line have been settled by compromise, the B. L. paying the award and costs against which further claims are abandoned. 921

As far as the New Beaver Line is concerned, it was expressed as the sense of the meeting that we should use all efforts to handicap their Continental Business

922

and therefore all the lines agreed with the course taken in New York to appoint such of their Agents as they may successfully employ for doing this business, provided this would not lead to upset the arrangements with the existing Agents Organization. The firm of Pollowe, Mogilensky and Werner having, as you say, been very valuable to them, the Lines approved of their being appointed Conference Agents.

923

At the same time, it has been decided to apply to the German Government for the establishment of Control Stations at Myslowitz and Oderberg, by which the Beaver Line business could almost entirely be excluded from transportation through Germany. You will remember, that the impossibility of being represented at Oderberg, Myslowitz has always been a weak point in our and Star's relations with the German Lines, who, by their monopoly at the above places, practically prevented us from sending Galician passengers to Leipsic direct instead of via Vienna. This point will now very probably be regulated very soon, when we will be able to save our Galician Pre-paid and Cash passengers from making a round about way. Once this being arranged, we will try to obtain from the Austrian Government the license for an Agency in Krakau, which would be absolutely necessary, but which, however, has formerly been refused.

924

The Hapag now having obtained the concession in Austria, we expect that, with her and Red Star's assistance, we shall be able to break Missler's great power in Austria in the course of time.

As to the New Beaver Line's finally becoming a member to the N. A. P. C. and the Continental Steerage Agreement, we have perhaps been too optimistic in believing that in that case Messrs. Elder Dempster & Co. could be satisfied with the old Beaver Line's part of the business. But it was believed amongst British Lines that they might be willing to grant them

the share of the old Beaver Line, when Continental Lines would have to consider whether they could add something to the 6 per cent allotted to British Lines, to increase the new Beaver Line's share. To begin with, the Secretary has been instructed to ask British Lines for an explanation upon the subject, as has been done according to Rundschreiben 1051. But it might be well to await the results of the measures proposed, before entering into any such negotiations, in order to avoid excessive demands.

As a further means of checking the illegitimate carrying of Continental passengers by Canadian Lines, it might be advisable to apply to the U. S. Government for the enforcement of Immigration Laws at Canadian ports and along the Canadian frontier. It is a well known fact that passengers refused by Continental Lines on account of the restrictions applied to Emigrants landing at U. S. Ports, simply buy a ticket of a Canadian Line and so reach the United States unmolested. It is clear that the Continental Lines, by this system, are at a double disadvantage, firstly they lose the passengers, and secondly, the measure works against them, in favor of British Lines. When Mr. Larned was here, we put this matter before him, and we note with interest the remarks about Immigration through Canada in the Commissioner's report; but we doubt whether legislation upon the subject can be sufficiently enforced.

Just at this moment we receive Mr. Peter's circular in regard to Elder Dempster & Co., which will interest you and goes herewith. You will please keep it private, as it might not be well to let E. D. & Co., know that Continental Lines want them in. One thing is sure, that not all the passengers of continental origin the Beaver Line carries are Continental passengers in the sense of the Contracts. There is no doubt but that a very large percentage of Russian Jews, on leav-

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927



ing the Continent, settle down in London for a long time, who perhaps never think of going to the United States, unless induced to do so later on when they become dissatisfied with conditions of life in London. But it is certain that London is just as much the destination point for emigrating Russian Jews, as are the United States. And we shall not at all be surprised when the British Government will face it some day with the same restrictions as are now applied in the United States. This would very likely be of great value to Continental Lines in controlling Continental business via Great Britain.

929

At the London Meeting some more names than those of Pollowe, Mogilewsky & Werner were mentioned as Agents doing Continental business for the Beaver Line, *i. e.*, Sachser and Kraus, Langwil & Co. We do not know whether the names are given right and whether the Agents are of any importance.

In minute 310 you will find that the difference about the rotation of Praesidium and Secretariat has been settled. Further, from minute 311, you will learn that Meetings of the Board of Secretaries will henceforth take place regularly every two months. We expect that this will help a great deal in future to avoid differences in regard to rates and other details.

930

In connection therewith we shall be pleased to be regularly informed of anything you think could be better arranged in Europe in due time before each meeting takes place.

We have before us your No. 328 of the 31st ultimo., in regard to Western Bureau's orders. We are sorry to see that there is misunderstanding between us upon this subject. As stated in our Cablegram dated Oct. 28th, we had been waiting for a recommendation of the New York Railway Committee, with a view to regulate this matter equally for all the Lines. What you say about the Western Bureau's rights under the

Agreements, is all right, provided that united action is taken by all the Steamship Lines. This is what we have been seeking for—your letter does not state whether or not the Railroad Committee has met to discuss the subject and what has been the result. What we have said about the limit to the Western Bureau's right in comparison to what the Southern Pacific has done under the Agreement, was simply to indicate how far we would want to go and to make clear that the Western Lines should not expect more of their measure than it was really worth. There is in the first place Beschluss 276 prohibiting Agents to draw orders on any one than on the Steamship Lines themselves. This clause is binding upon the Agents as well as the Steamship Lines themselves. Of course we could give this up but not without reopening the door to all irregularities in Railway business, which the Clause intended to do away with. We further wanted to make you understand that we would not, under any circumstances, give way to the idea the Western Lines might have that their orders were to be distributed all over Europe. We have always been averse of letting European Agents meddle with ticket orders and have always tried to make them all draw on us, when you might dispose of the routing of the passengers as you think fit. Of course, if you say that it is desirable to distribute the Western Bureau's orders, we will do so as far as we are obliged to, but then we do not see why we should do what other parties to the Agreements refuse, and, if the carrying out of this part of the Railroad Agreement is in the interest of the Lines, we do not see why our invitation for a recommendation of the Railroad Committee has been left unheeded till now. We hear that Jhr. Reuchlin is coming over and think we can wait till we have had a chance to discuss the mat-

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ter with him, but meanwhile would like to have your opinion.

935

We noted with interest what you say about the Melville case (Your No. 329) Leaving apart, for the moment, the question whether it would be justifiable to retain for Cabin Business a disqualified Steerage Agent; Mr. Boas' argument that Mr. Melville may now be expected to book all his passengers for the Beaver Line, is the strongest argument for retaining Mr. Melville as a Steerage Agent. Although notwithstanding it would be difficult to forego Minute 1106, Continental Lines might perhaps have reason to insist upon closer investigation with a view to re-institution if the danger of Mr. Melville's connection with the Beaver Line really should become evident. We beg to remark that we have received no Conference Minute either Continental or of the N. A. P. C. dealing with the Melville matter.

We are,

Yours truly,  
HOLLAND-AMERICA LINE.

936

At the London Meeting the question of what the Westbound Compensation rate will be after December 31st, 1899, has come up. It seems very desirable to have it fixed as high as possible to prevent speculation in numbers. Lloyd opposed not even for 1900 but tried to defend the idea that it would have to remain unaltered during the continuation of the present Contracts. This is not correct, as the Compensation rate is subject to alteration by a vote of majority. A Special Meeting of the Board of Presidents will now be called upon to solve this matter.

**Petitioner's Exhibit 50.**

937

**HOLLAND-AMERICA LINE.**

Address for Telegrams  
Americano Rotterdam.

Passenger Department.

Rotterdam, May 28, 1907.

No. 3081.

Holland-America Line,  
New York.

Gentlemen:

We beg to own receipt of your No. 9898 of the  
7th instant and beg to hand you annexed the list of  
our different European agents, which was not en-  
closed in our No. 2758.

938

Yours truly,

HOLLAND-AMERICA LINE,

A. R.

**CONTROLSTATIONS.**

J. Bouvain ..... Eydtkuhnen.  
J. Abelman ..... Bajohren.  
I. Klein ..... Tilsit.  
B. Grünmann ..... Insterburg.  
M. Gotz ..... Prostken.  
W. Woznianski ..... ..Illowo.  
A. Oelsner ..... Ottlotschin.  
P. Seltmann ..... Posen.  
C. Hegner ..... Ostrowo.  
M. Weichmann ..... Myslowitz.  
J. Farkas ..... Ratibor.  
F. Montanus ..... Ruhleben.  
Mahler & Pietsch ..... Ruhleben.

939

*Petitioner's Exhibit 50*

940

## AUSTRIA &amp; HUNGARY.

Galicia. Max Vogel, Brajerowska 6 .. Lemberg.  
 Bohemia. D. Schick & Rosenbaum ..... Prag  
                     Wenzelplatz 15.  
 Tyrol.... Holland-America Line ... Innsbruck.  
                     (H. Hirschebner)  
 Croatia. L. Masek & Co. .... Agram.  
                     Proradovicevtrg 8.  
 Austria. W. Krauseneck ..... Triest.  
                     Via Pierluigi da Palestrina 8.

941

## RUMANIA.

Internationale Transport Gessellschaft A. G.  
                     Jassy.  
 Internationale Transport Gessellschaft A. G.  
                     Bucarest.

## SERVIA.

N. Christoff ..... Belgrad.

## BULGARIA.

N. Christoff ..... Sofia.

## TURKEY.

N. Christoff ..... Monastir.

942

## FRANCE.

L. Desbois, 80 Rue de la Republique, Marseilles.

## BELGIUM.

Raydt & Bruynseels ..... Antwerpen.  
                     Rue des Peignes 6.

## LUXEMBURG.

J. Thorn ..... Luxemburg.

**Petitioner's Exhibit 51.**

943

**HOLLAND-AMERICA LINE.**

Address for Telegrams      Passenger Department.  
Americano Rotterdam.

Rotterdam, July 6th, 1906.

Holland-America Line,  
New York.

Dear Sirs:

We duly received your cable of the 3rd inst., "East-side agents alarmed about competition volunteer-service. Agents consider reduction our prepaid rate to zaganato (\$34) at present sufficient meeting competition. Recommend its adoption reducing further if necessary provided low compensations rate granted. Roerloos (Papags) Libau service admitted to robben-spek (continental conference)," to which we replied 944

"Verbergen volunteer uniculator roerkuipe roffelen westbound postdampfer reduce ten marks."

We do not share your opinion. A sharp cut in rates means actual war and we remember too well our struggle with the Cunard in 1904 and its results that we do not feel like precipitating a war if we can avoid it.

In cutting the rates by \$6 we may be certain to expect retaliation on the part of the Volunteer fleet and C. B. Richards. It would be the very thing the latter is waiting for in order to bring the matter in the newspapers with headlines, like "Rate struggle on the Atlantic imminent," etc., etc., in short advertising his firm and the New Line all over the United States and calling the attention of all the Conference's faithful agents forcibly to it, more forcibly than Richards will ever be able to do by mere circulars. 945

*Petitioner's Exhibit 51*

946

The present position in the westbound pool is: Hapag minus 7101, Nasm plus 5886, Lloyd minus 2387, Star plus 3602. Therefore the parties short of their share have to reduce and, as advised by cable today, they will do so by decreasing the rate by the ordinary 10 marks which for instance brings Hapag to a \$34 rate, which is the one you had proposed for us. We need not point out to you that a through rate via Hamburg based on an ocean rate of \$34 is considerably lower than if based on an ocean rate of \$34 via Rotterdam. We may add to the above that where as we greatly fear to create a certain sensation on the Eastside if we were to reduce suddenly by \$6 we do not expect that the usual reduction of \$2 by Hapag and Lloyd will be specially noted.

947

You understand of course that it is immaterial to the Pool taken as a whole, or even to any member of the Pool individually, from which port pool-passengers are taken away from the pool and the fact that same are to be taken away by the Volunteer Fleet from Rotterdam is not more disagreeable to us than if they were taken from Antwerp or Hamburg. Consequently we have no more reason than Lloyd, Hapag or Star to be alarmed about the new competition, at least as far as 3rd class business is concerned. As

948

to first class passenger and freight business we do not think that the Volunteer Fleet will do us considerable harm. Consequently, considering that no more harm is done to us, whether a passenger is lost to the Pool by passing through Rotterdam than by traveling via Hamburg, there is no particular reason why we should engage into a fight with the Volunteer Fleet at this moment. We may confidently predict that there is no chance whatever that the other Pool Lines would grant us a very low rate of compensation, in order that we adopt a rate of \$34, whereas Hapag

is willing and in fact has to take this very rate of \$34 without having any claim to a reduction of the rate of compensation for passengers carried at that rate.

What we fear most is that, if we, as a Rotterdam Line were at present to make a reduction of \$6, which means war, the Volunteer Fleet, by the very fact that she will call at Rotterdam, would consider this a direct attack on her and would immediately meet the reduction. We would then have to go on and thereby cause a general reduction of all rates by all Pool Lines. We expect that from now until the end of the year the Pool will have to carry about 125000 3rd class passengers and every 10 Marks that the Pool Lines have to reduce per passenger means a loss of Mk. 1,250,000.

950

You will easily see that by precipitating a fight the Pool Lines may within a couple of months be the losers of several millions of marks. On the other hand, if the Volunteer Fleet with its fortnightly service will make from now until the end of the year say 12 sailings, they will do exceedingly well if they are able to take away 10000 passengers which means an object to the Pool Lines of utmost one million marks, but we do not believe that they shall be able to do that. Of course we do not know where we shall come to and whether we shall be able by obstructing the German frontier to make the Volunteer Fleet's service off Rotterdam so little profitable to them that they will give up calling at Rotterdam. For the moment however we would not consider it good policy to follow your advice and we hope to have convinced you of it.

951

We readily understand that our friends the East-side Agents are earnestly hoping for a reduction in our rate to \$34 and lower which will give them a



*Petitioner's Exhibit 51*

952

chance of making enormous profits by settling for outstanding pedler business at cheap rates.

We take this standpoint that a semi-official Russian Line will not be popular with the Russian agents, Russian passengers and people at large. In the last war they have proved to be wretched sailors to whom no one should knowingly and willingly entrust his life. As regards Rotterdam as a port for what we might style illegitimate passenger business it is on the decline. For the last two years London business and business for the British Lines via here has rapidly decreased in consequence of the improved control on the German border and in southern Germany.

953

We would kindly request you to keep us fully posted about the doings of this new competition on your side, and not get alarmed too soon.

Yours truly,

HOLLAND-AMERICA LINE.

954

**Petitioner's Exhibit 52.**

955

THE URANIUM STEAMSHIP CO., LTD.

Direct

ROTTERDAM AND NEW YORK LINE

Prepays.

No. 20091.

Name of Passenger.	Age.	Sex.
Maryjona Juskene	25	Female
Zofia Juskene	5	Female

Gulernia Kauru

Paiviot Zanlu

956

Ginno Prissku

Paezta Prizku

Kaimor Juszeliske Russia.

From Tilsit Germany

To New Britain, Conn.

Head Tax (No charge if booked to points in Canada  
\$4.00 if booked to points in U. S.)

Ocean passage 1/1/1/2/o fares	\$47.25
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Head Tax	\$8.00
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European Rail 1/1/1/2/o fares	\$9.90
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American Rail 1/2/o fares	\$2.10
---------------------------	--------

Cash to be paid at	\$
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957

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 \$67.25

Paid in full

August 24, 1911. \$62.50

Less Commission

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 \$ 4.50

Remitted Net

---

 \$62.75

Issued by M. R. Malinowsky

Place New Britain, Conn., April 3, 1911.

Purchased by Frank Jusa

90 John Street, N. B.

958

*Petitioner's Exhibit 52*

To be Kept by Agent

## THE URANIUM STEAMSHIP CO., LTD.

Direct

ROTTERDAM AND NEW YORK LINE

Prepays.

No. 20092.		
Name of Passenger.	Age.	Sex.
Petronella Pacaite	18	Female
959 Guleria Kanno		
Panat Szaula		
Paczta Triszku		
Miestar Triszku		
Russia		
From Tilsit Germany.		
To New Britain, Conn.		
(No charge if booked to points in Canada		
Head Tax \$4.00 if booked to points in U. S.)		
Ocean Passage 1/1/2/0 fares		\$31.50
Head Tax		\$4.00
European Rail -/1/2/0 fares		\$6.60
American Rail -/1/2/0 fares		\$2.10
960 Cash to be paid at		.....
		<hr/>
		\$44.20
Paid in full		
August 24, 1911, 40.95		
Less Commission		\$3.00
		<hr/>
Remitted Net		\$41.20
Issued by M. R. Malinowsky		
Place New Britain, Conn. April 3, 1911.		
Purchased by Joseph Kenzura		
20-22 Star Street, N. B.		

To be Kept by Agent

THE URANIUM STEAMSHIP CO., LTD.

Direct

ROTTERDAM AND NEW YORK LINE

Prepays.

No. 20093.

Name of Passenger.

Age.

Sex.

Marchjona Juskene

24

Female

Bronia Juskene

18 M

Female

962

Gubernia Kanna

Paivcat Tilszin

Paezta Tilszin

Kaimor Judsenn

Russia.

From Tilsit, Rotterdam, Germany.

To New Britain, Conn.

(No charge if booked to points in Canada.)

Head Tax (\$4.00 if booked to points in U. S.)

Ocean Passage 1/1/2/0 fares

\$42.75

Head Tax

\$ 8.00

European Rail -/1/2/0 fares

\$ 6.60

American Rail -/1/2/0 fares

\$ 2.10

963

Cash to be paid at

\$

\$52.85

Paid in full

Oct. 10, 1911. \$48.10

Less Commission

\$4.50

Remitted April 20, 1911. Net

\$48.35

Issued by M. R. Malinowsky.

Place New Britain, Conn., April 20, 1911.

Purchased by Tony Yuska

90 John St., N. B.

964

*Petitioner's Exhibit 52*

To be Kept by Agent

THE URANIUM STEAMSHIP CO., LTD.

Direct

ROTTERDAM AND NEW YORK LINE

Prepays.

No. 20094.		
Name of Passenger.	Age.	Sex.
Agota Gutauckute	19	Female
965 Gubernia Smorlkn		
Paivait Wilkawizekin		
Gmino Wisticio		
Paczta Wisticio		
Kaimor Pawistairei, Russia		
From Rotterdam, Germany.		
To New Britain, Conn.		
(No charge if booked to points in Canada.)		
Head Tax (\$4.00 if booked to points in U. S.)		
Ocean Passage -/ /1/2/o Fares		\$28.50
Head Tax		\$ 4.00
European Rail -/1/2/o fares		\$
American Rail -/1/2/o fares		\$ 2.10
966 Cash to be paid at		\$
		<hr/>
		\$34.60
Paid in full		
August 24, 1911.	\$31.35	
Less Commission		\$ 3.00
		<hr/>
Remitted April 20, 1911. Net		\$31.60
Issued by M. R. Malinowsky		
Place New Britain, Conn. April 20, 1911.		
Purchased by Antanon Yonaska		
35 Lafayette Street, N. B.		

To be Kept by Agent

## THE URANIUM STEAMSHIP CO., LTD.

Direct

ROTTERDAM AND NEW YORK LINE

Prepays.

No. 20095.

Name of Passenger.	Age.	Sex.	
Waicek Tuskuez	40	Male	
Amelia Soskon	16	Female	
Gulernia Grodzenska			968
Pawiot Belzstok			

Fabrubniki

Gmina Kripin

Paczta Knisin

Kulikawska

Wies Bogusana Russia

From Prostken, Germany

To New Britain, Conn.

(No charge if booked to points in Canada.)

Head Tax (\$4.00 if booked to points in U. S.)

Ocean Passage 2/1/2/o fares \$57.00

Head Tax \$ 8.00

European Rail - 2/1/2/o fares \$13.20 969

American Rail - 2/1/2/o fares \$ 4.10

Cash to be paid at \$

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\$69.10

Paid in full

August 24, 1911 \$62.85

Less Commission \$ 6.00

Remitted April 27, 1911 Net \$63.10

Issued by M. R. Malinowsky

Place New Britain, Conn. April 27th, 1911.

Purchased by Macei Sorhon

24 Gold Street, N. B.

970

*Petitioner's Exhibit 52*

To be Kept by Agent

THE URANIUM STEAMSHIP CO., LTD.

Direct

ROTTERDAM AND NEW YORK LINE

Prepays.

No. 20096		
Name of Passenger.	Age.	Sex.
Paulina Poplawska	25	Female
Bronislaw Poplawska	3-9	Male
971 Yuzef Poplawski	2-4	Male
Zofia Poplawska	10	Female
Gulenia Grodzenska		
Pawiat Belzstok		
Gmina Baceski		
Paczeta Belstok		
Wier Yarawcy, Russia.		
From Prosten, Germany.		
To New Britain, Conn.		
(No charge if booked to points in Canada.)		
Head Tax (\$4.00 if booked to points in U. S.)		
Ocean Passage /1/2/2/o fares		\$59.50
Head Tax		\$16.00
972 European Rail -/1/2/o fares		\$ 6.60
American Rail -/1/2/o fares		\$ 2.10
Cash to be paid at		\$
		<hr/>
		\$77.60
Paid in full		
March 11, 1912.		
Less Commission		\$6.25
		<hr/>
Remitted April 27, 1911. Net		\$71.35
Issued by M. R. Malinowsky		
Place New Britain, Conn. April 27, 1911		
Purchased by Peter Poplawski		
55 Gurs Grove, N. B.		

*Petitioner's Exhibit 52*

973

To be Kept by Agent

THE URANIUM STEAMSHIP CO., LTD.

Direct

ROTTERDAM AND NEW YORK LINE

Prepays.

No. 20097.

Name of Passenger.

Age.

Sex.

Kazimeras Kiveselis

22

Male

974

Gubernia Kanno

Pawiat Kanno

Gmina Bitigola

Poczta Airagola

Kaimus Gedgandu, Russia

From Rotterdam, Germany.

To New Britain, Conn.

(No charge if booked to points in Canada.)

Head Tax (\$4.00 if booked to points in U. S.)

Ocean Passage -/11/2/o fares

\$28.50

Head Tax

\$ 4.00

European Rail -/1/2/o fares

\$

American Rail -/1/2/o fares

\$ 2.10

Cash to be paid at

\$

975

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\$34.60

Paid in full

Oct. 10, 1911. \$31.35

Less Commission

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\$ 3.00

Remitted May 6th. Net

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\$31.60

Issued by M. R. Malinowsky

Place New Britain, Conn. May 6, 1911.

Purchased by Frank Kweselis

112 Beaver Street, N. B.



976

*Petitioner's Exhibit 52*

To be Kept by Agent

THE URANIUM STEAMSHIP CO., LTD.

Direct

ROTTERDAM AND NEW YORK LINE

Prepays.

No. 20098.			
	Name of Passenger.	Age.	Sex.
	Veronika Koncewicz	22	Female
977	Yan Koncewicz	17	Male
	Gubernia Suwalski		
	Powiat Leinoy		
	Gmina Pokrawska		
	Wies Wisoki Most.		
	Russia.		
	From Rotterdam, Germany.		
	To New Britain, Conn.		
	(No charge if booked to points in Canada.)		
	Head Tax (\$4.00 if booked to points in U. S.)		
	Ocean Passage 2/1/2/0 fares		\$57.00
	Head Tax		\$ 8.00
	European Rail -/1/2/0 fares		\$
	American Rail -/1/2/0 fares		\$ 4.20
978	Cash to be paid at		\$
			<hr/>
			\$69.20
	Paid in full		
	August 24, 1911.	\$62.95	
	Less Commission		\$ 6.00
			<hr/>
	Remitted May 6	Net	\$63.20
	Issued by M. R. Malinowsky		
	Place New Britain, Conn. May 6, 1911.		
	Purchased by Leon Konceiwicz		
	86 Orange St., N. B.		

*Petitioner's Exhibit 52*

979

To be Kept by Agent

THE URANIUM STEAMSHIP CO., LTD.

Direct

ROTTERDAM AND NEW YORK LINE

Prepays.

No. 20099.

Name of Passenger.

Age.

Sex.

Kastanty Royaski

38

Male

Gubernia Lomza

980

Powiat Mazaweska

Gmina Stelimokaw

Poxzta Tihaczin

Wies Zlotaryia, Russia.

From Rotterdam, Germany.

To New Britain, Conn.

(No charge if booked to points in Canada.)

Head Tax (\$4.00 if booked to points in U. S.)

Ocean Passage -/1/1/2/0 fares \$28.50

Head Tax \$ 4.00

European Rail -/1/2/0 fares \$

American Rail -/1/2/0 fares \$ 2.10

Cash to paid at \$ 981

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\$34.60

Paid in full

Jan. 3, 1912.

Less Commission \$ 3.00

Remitted May 6th Net \$31.60

Issued by M. R. Malinowsky

Place New Britain, Conn. May 6, 1911.

Purchased by Stanislaw Wisniewski

94 Booth Street, N. B.

982

*Petitioner's Exhibit 52*

To be Kept by Agent

THE URANIUM STEAMSHIP CO., LTD.

Direct

ROTTERDAM AND NEW YORK LINE

Prepays.

No. 20100.		
Name of Passenger.	Age.	Sex.
Francysek Kurnik	19	Male
983 Bytergut Schanau		
Post Lindenau		
By Cejbrzig		
Insakasan		
Germany.		
Passenger arrived July 12, 1911.		
From Rotterdam, Germany.		
To New Britain, Conn.		
(No charge if booked to points in Canada.)		
Head Tax (\$4.00 if booked to points in U. S.)		
Ocean Passage /1/1/2/o fares		\$28.50
Head Tax		\$ 4.00
European Rail -/1/2/o fares		\$
984 American Rail -/1/2/o fares		\$ 2.10
Cash to be paid at		\$
		<hr/>
		\$34.60
Less Commission		\$ 3.00
		<hr/>
Remitted May 6 Net		\$31.60
Issued by M. R. Malinowsky		
Place New Britain, Conn. May 6, 1911.		
Purchased by Joseph Kurnik		
16 Silver Street, N. B.		

**Petitioner's Exhibit 53.**

985

To be Kept by Agent.

THE URANIUM STEAMSHIP CO., LTD.

—Direct—

ROTTERDAM and NEW YORK LINE.

Prepays.

No. 21491.

Name of Passenger.	Age	Sex	
Tofelia Waselek	32	Female	
Yousef Waselek	8	Male	
Anna Waselek	5	Female	
Stanislaw Waselek	3	Male	986
Wladyslaw Waselek	10 Mo.	Male	
Gubernia Lomza, Powiat Kalno			
Gmina Lisie, Poizta Misieneć			
Wies Lipniki, Russia.			

From Rotterdam, Germany.

To New Britian, Conn.

(No charge if booked to points in Canada.)

Head-Tax

(\$4.00 if booked to points in U. S.)

Ocean passage 2 1/2/2/0 fares	\$73.25	
Head Tax .....	\$20.00	
European Rail - /1/2/0 fares	\$	987.
American Rail - 1/ /2/0 fares	\$ 4.20	
Cash to be paid at .....	\$	

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\$97.45

Paid in full

Oct. 10 1911 \$89.70

Less Commission

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\$ 7.75

Remitted May 15 Net

---

\$89.70

Issued by M. R. Malinowsky

Place New Britian, Conn., May 15, 1911.

Purchased by Jakob Waselek

16 Silver Street, N. B.

988

*Petitioner's Exhibit 53*

To be Kept by Agent.

THE URANIUM STEAMSHIP CO., LTD.

—Direct—

ROTTERDAM and NEW YORK LINE.

Prepays.

No. 21492.

	Name of Passenger	Age	Sex
189	Antoni Yonek	25	Male
	Wilsnson Geoogenpeloe		
	Krip Geriatun,		
	Germany.		

From Rotterdam, Germany.

To New Britain, Conn.

(No charge if booked to points in Canada.)

Head-Tax

(\$4.00 if booked to points in U. S.)

	Ocean Passage / 1/2/0 fares	\$28.50
	Head Tax .....	\$ 4.00
	European Rail - 1/2/0 fares	\$
	American Rail - 1/2/0 fares	\$ 2.10
990	Cash to be paid at	\$

---

 \$34.60

Paid in full

December 12, 1911.

Less Commission

---

 \$3.00

Remitted May 15 Net

---

 \$31.60

Issued by M. R. Malinowsky

Place New Britain, Conn,

Purchased by Alekeomder Yanek

18 Clark Street, N. B.

*Petitioner's Exhibit 53*

991

To be Kept by Agent.

THE URANIUM STEAMSHIP CO., LTD.

—Direct—

ROTTERDAM and NEW YORK LINE.

Prepays.

No. 21493.

Name of Passenger	Age	Sex	
Juozas Shirka	19	Male	
Gubernia Suwalka			
Powiat Maryompoles			
Guina Antonaws			992
Poczta Maryampolas			
Kaimus Czuiniske, Russia.			

From Rotterdam, Germany.

To New Britain, Conn.

(No charge if booked to points in Canada.)

Head Tax

(\$4.00 if booked to points in U. S.)

Ocean Passage - /1/2/0 fares	\$28.50	
Head Tax .....	\$ 4.00	
European Rail - /1/2/0 fares	\$	
American Rail - /1/2/0 fares	\$ 2.10	
Cash to be paid at .....	\$	993
	<hr/>	
	\$34.60	
Paid in full		
December 27, 1911.		
Less Commission	\$ 3.00	
	<hr/>	
Remitted May 15      Net	\$31.60	

Issued by M. R. Malinowsky

Place New Britain, Conn., May 15, 1911.

Purchased by Antonas Shirka

328 Park Street, N. B.

994

*Petitioner's Exhibit 53*

To be Kept by Agent.

THE URANIUM STEAMSHIP CO., LTD.

—Direct—

ROTTERDAM and NEW YORK LINE.

Prepays.

No. 21494.

Name of Passenger	Age	Sex
Anna Yazupowicute	20	Female
Gubernia Suwalka		
Powiat Kaluraryios		
995 Gmina Lubawo		
Poczta Kalwaryios		
Kaimas Senabudis,		
Russia.		

From Rotterdam, Germany.

To New Britain, Conn.

(No charge if booked to points in Canada.)

Head Tax

(\$4.00 if booked to points in U. S.)

Ocean Passage / 1/2/0 fares	\$28.50
Head Tax .....	\$ 4.00
European Rail - 1/2/0 fares	\$
996 American Rail - 1/2/0 fares	\$ 2.10
Cash to be paid at .....	\$
	\$34.60

Paid in full

Oct. 10, 1911. \$31.35

Less Commission

\$3.00

Remitted May 23, 1911. Net

\$31.60

Issued by M. R. Malinowsky

Place New Britain, Conn., May 23, 1911.

Purchased by Yurgis Yazupowicz,

34 Chestnut Street, N. B.

*Petitioner's Exhibit 53*

997

To be Kept by Agent.

THE URANIUM STEAMSHIP CO., LTD.

—Direct—

ROTTERDAM and NEW YORK LINE.

Prepays.

No. 21495.

Name of Passenger	Age	Sex	
Yanina Okula	18	Female	998
Gubernia Lomza			
Powiat Mazawecka			
Gmina Stelmokowes			
Poczta Pickoczin			
Wies Lupukawa, Russia.			

From Rotterdam, Germany.

To New Britain, Conn.

(No charge if booked to points in Canada.)

Head-Tax

(\$4.00 if booked to points in U. S.)

Ocean Passage / / 1/2/0 fares	\$28.00	
Head Tax .....	\$ 4.00	999
European Rail - / 1/2/0 fares	\$	
American Rail - / 1/2/0 fares	\$ 2.10	
Cash to be paid at .....	\$	

---

\$34.60

Paid in full

Oct. 10, 1911. \$31.35

Less Commission

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\$ 3.00

Remitted May 23, 1911 Net

---

\$31.60

Issued by M. R. Malinowsky

Place New Britain, Conn., May 23, 1911.

Purchased by Wicenty Okula,

14 Gold Street. N. B.



1000

*Petitioner's Exhibit 53*

To be Kept by Agent.

THE URANIUM STEAMSHIP CO., LTD.

—Direct—

ROTTERDAM and NEW YORK LINE.

Prepays.

No. 21496.

Name of Passenger	Age	Sex
Rozalia Ozga	30	Female
Triczy Kluchert		
1001 Dalgaw Beir		
Spadan in Prusy		
Germany.		
From Rotterdam, Germany.		
To New Britain, Conn.		
(No charge if booked to points in Canada.)		
Head-Tax		
(\$4.00 if booked to points in U. S.)		
Ocean Passage - /1/2/0 fares		\$28.50
Head Tax .....		\$ 4.00
European Rail - /1/2/0 fares		\$
American Rail - /1/2/0 fares		\$ 2.10
1002 Cash to be paid at .....		\$
		<hr/>
		\$34.60

Paid in full

December 12, 1911.

Less Commission

---

\$ 3.00

Remitted June 20, 1911. Net

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\$31.60

Issued by M. R. Malinowsky

Place 487 Main St., June 20, 1911.

Purchased by Andzie Ozga,

63 Franklin St., N. B.

**Petitioner's Exhibit 54.**

1003

*This notice to be sent to the Passenger.***THE NORTHWEST TRANSPORT LINE.**

No. 10826

ROTTERDAM-NEW YORK

No money will be refunded without the return of this notice and of the purchaser's receipt. The official tickets will be sent direct to the passenger by the Atlantic Express, 30 Glashaven, Rotterdam.

(Cabin)

Date Sept. 6, 1910.

I have today bought Tickets for Divoire Beckerman  
(Passengers Name and Address) one adult

1004

..... two Children  
Hinde & Sara ..... Age 5-6 yrs.  
..... Infant  
..... Under 1 year.

I have made a contract with the North West Transport Line for your passage, subject to the conditions on the reverse of this notice, but under no circumstances must you leave your town until the tickets and instructions have been sent to you. If after 20 days you receive no instructions, then write the Atlantic Express, 30 Glashaven, Rotterdam, Holland, for instructions.

1005

Bought of Vesley &amp; Co. Agent

Purchaser signs here) Samuel Beckerman

At .....

According to the immigration laws of the United States, contract laborers, insane persons, idiots, cripples, deaf mutes, blind persons, unmarried females when pregnant, persons over 60 years of age, all diseased persons and those liable to become a public charge, are debarred from landing.

*Petitioner's Exhibit 54*

1006

If the purchaser of this ticket should desire the same to be cancelled, this receipt, together with the contract and the notice to the passenger, must be returned. The amount paid less agent's commission and the usual cancellation fee, will be refunded only if above named documents are returned and only after notice of cancellation has been received from the Company's head office in Europe. Reasons for cancellation must be plainly stated.

1007

If for any reason the passenger cannot be forwarded on a steamer of the North West Transport Line, purchaser agrees to claim only the amount paid less the deduction as above.

Passengers must not start from home before they receive full instructions from the Company.

All expenses resulting from a disregard of this notice will be charged to the purchaser.

Each passenger is entitled to free transportation of baggage not exceeding ten cubic feet in measurement and \$25 in value. In case of loss occasioned through negligence of the vessel or its representatives it is hereby agreed that the damages will not exceed the sum of \$25 unless the baggage was shipped as freight and an additional charge paid therefor.

1008

**Petitioner's Exhibit 55.**

1009

Receipt for Beckerman Ticket (Exhibit 54).

(This exhibit is missing.)

1010

1011

1012

1013

1014

**Petitioner's Exhibit 56.**

1015

M. WOZNIANSKI,

Agent of the North German Lloyd and Hamburg-  
America Lines.

Bremen

Hamburg

Telephone No. 5.

Illowo Ostpr., den 11

Telegram Address:

Controlstation

Illowo Ostpr.

My Dear Husband:

1016

An accident has befallen me in the steamship office and I am compelled to return this ticket. Please be quick and send me a second steamship ticket on the Rotterdam line, because my baggage is waiting down there for me. Send it as quick as possible so that I should be able to go with the next steamer. Your wife who writes this letter in tears.

DEBORAH BECKERMAN.

Mr. Beckerman:

The steamship ticket which your wife has, is not good and she cannot go on this ticket. You should seek to buy a new one for her, another steamship ticket from the Holland-Amerika line, Rotterdam. Because the baggage is sent to Rotterdam and is sent to her there. This steamship ticket we are returning to you.

1017

1018

*Petitioner's Exhibit 57*

M. WOZNIANSKI

Illowo Ostpr., Kr. Neidenburg.

Illowo

R  
(Kr. Neidenburg)*Einschreiben.*

No. 434

1307

Illowo

40

40

Deutsches Reich

1619

Sam Beckerman

43 Clinton Str. Yonkers.

67334

New York

96258

America

**Petitioner's Exhibit 57.***Receipt for the Purchaser.*

1020

No. 22980.

8103

The Uranium Steamship Co., Ltd.

Direct

ROTTERDAM and NEW YORK LINE

Received from M Helena .....  
 Wlodarska .....  
 ..... 38.10 ..... Dollars  
 for the passage of Bolestonwa .....  
 Wlodarska .....  
 from Otlotshin .....

*Petitioner's Exhibit 57*

1021

to Trenton, N. J. ....  
 1 Adult .....  
 ..... children aged ..... years  
 ..... infant  
 W. Wierski ..... Agent

According to the immigration laws of the United States, contract laborers, insane persons, idiots, cripples, deaf mutes, blind persons, unmarried females when pregnant, persons over 60 years of age, all diseased persons and those liable to become a public charge, are debarred from landing.

1022

If the purchaser of this ticket should desire the same to be cancelled, this receipt together with the contract and the notice to the passenger, must be returned. The amount paid, less agent's commission and the usual cancellation fee will be refunded only if above-named documents are returned and only after notice of cancellation has been received from the company's head office in Europe. Reasons for cancellation must be plainly stated.

If for any reason the passenger cannot be forwarded on a steamer of the Uranium Steamship Co., Ltd., purchaser agrees to claim only the amount paid less the deduction as above.

Passengers must not start from home before they receive full instructions from the Company. 1023

All expenses resulting from a disregard of this notice will be charged to the purchaser.

HEAD TAX COLLECTED.

(Written across the face of the above receipt in red pencil): Zurück Ottl. 15. XII 1911.

(Stamped below in red): Arthur Oelsner Ottloschin.



*Petitioner's Exhibit 57*

1024

This contract is to be sent to the Passenger.

The Uranium Steamship Company, Ltd.,

DIRECT ROTTERDAM and NEW YORK LINE

No. 22980

No money will be refunded without the return of this contract and of the purchaser's receipt. The official tickets will be sent direct to the passenger by the Atlantic Express, 2 Oranjestraat, Rotterdam.

Date Nov. 15 1911.

1025

PREPAID TICKET IN FAVOR

.....Adults

.....Children

Passengers

of Balaclanva Wlodarska

name and address.

.....yrs.

.....infant

under 1 year.

.....

1026

I have made a contract with the Uranium Steamship Company, Ltd., for your passage, subject to the conditions on the reverse of this notice, but under no circumstances must you leave your town until the instructions have been sent to you. If after 20 days you receive no instructions, then write to the Atlantic Express 2 Oranjestraat, Rotterdam, Holland, for instructions.

Bought of W. Wierski, Agent.

At Trenton, N. J.

Passenger signs here

Wlodarska

Head Tax Collected.

Suitable means of transportation for passengers and baggage from the wharf used by said carrier as a

landing place, or from the vessel's side at the port of New York to the station of the immigration authorities will be provided without additional charge, but said carrier shall not be liable for any damage or loss occasioned to the passenger by personal injury or loss or detention of, or injury to property or baggage or otherwise during such transportation or thereafter.

According to the immigration laws of the United States contract laborers, insane persons, idiots, cripples, deaf mutes, blind persons, unmarried females when pregnant, persons over 60 years of age, all diseased persons and those liable to become a public charge, are debarred from landing.

1028

If the purchaser of this ticket should desire the same to be cancelled, the purchaser's receipt and this contract must be returned. The amount paid, less agent's commission and the usual cancellation fee, will be refunded only if the receipt and contract are returned and only after notice of cancellation has been received from the Company's head office in Europe. Reasons for cancellation must be plainly stated.

If for any reason the passenger cannot be forwarded on a steamer of The Uranium Steamship Co., Ltd., purchaser agrees to claim only the amount paid less the deduction as above.

Passengers must not start from home before they receive full instructions from the company.

1029

All expenses resulting from a disregard of this notice will be charged to the purchaser.

Each passenger is entitled to free transportation of baggage not exceeding ten cubic feet in measurement and \$20 in value. In case of loss occasioned through negligence of the vessel or its representatives it is hereby agreed that the damages will not exceed the sum of \$20 unless the baggage was shipped as freight and an additional charge paid therefor.

1030

*Petitioner's Exhibit 57*

In consideration of accepting this ticket it is hereby agreed that if for any reason whatever the passenger cannot be forwarded on a steamer of The Uranium Steamship Company, Ltd., the purchaser will claim and accept only the amount paid for the ticket less the deduction as above mentioned.

(Written across the face of the ticket in red pencil): Zurück Ottl. 15. XII 1911.

(Stamped below in red): Arthur Oelsner Ottloschin.

67 N Y

16 C I

1031

Illowkrneidenburg

Dec 5 11

Helena Wlodarska

Trenton, N. J.

(Poplar St 73)

Sendet telegrafisch Hundert Rubel Schiffskarte  
Ungultig.

BOLESŁAWA KONTROLLSTATION

Illowo ostpr

340

*Translation:*

67 N Y

16 C I

1032

Helena Wlodarska

Trenton, N. J.

(Poplar St. 73)

Illowkrneidenburg Dec 5 11

Send by telegraph hundred roubles Steamship  
ticket no good.

BOLESŁAWA KONTROLLSTATION

Illowo ostpr

3.40

**Petitioner's Exhibit 58.**

1033

This slip to be handed to purchaser.

**HOLLAND-AMERICAN LINE**

Received July 17, 1911.

From Frank Kreselin (Purchaser)

\$46.10

Dollars (46.10)

in part for Ocean Passage of Kozmen Kresiler passengers from Rotterdam, Boulogne-Sur-Mer to New York as per contract ticket No. D 4506 this day delivered to, accepted and signed by said purchaser for said passengers; and in part to be applied to procuring transportation for said passengers from  
to Rotterdam, and from New York to New Britain, Conn., and for head tax and payment to passengers as mentioned in said ticket.

1034

And I further acknowledge that said ticket has been delivered to me by the purchaser to be forwarded to the Company at Rotterdam for delivery to said passengers, but to be deemed in force from date hereof.

M. R. MALINIEWSKY,

Agent.

1035

1036

**Petitioner's Exhibit 59.**

March 7, 1910.

Personal and Confidential.

Proceedings of Meeting  
of the

TRANS-ATLANTIC PASSENGER CONFERENCES  
with the

ADVISORY COMMITTEE

Immigrant Bureau

1037

Western Passenger Association

Held in the rooms of the Trans-Atlantic Passenger  
Conferences, New York, November 10, and 11,  
1909.

Present:

*Steamship Lines*

Allan Line, Geo. Hannah.

American, Dominion, Red Star, W. W. Jefferies.

White Star and White-Star, R. H. Farley, A. S.  
Anderson.

Dominion Lines, R. F. McFarlane.

1038

Anchor Line, W. J. Reilly.

Austro-Americana Line, C. H. Phelps, Jr.

Canadian Pacific R. R., Atlantic S. S. Lines, W. G.  
Annable.

Cunard Line, R. L. Walker, H. H. Kellerman.

Fabre Line, D. H. E. Jones.

French Line, C. Treyvoux.

Hamburg-American Line, Emil Lederer.

Holland-America Line, A. C. H. Nyland.

Italia, La Veloce and Navigazione, Generale Ital-  
iano, represented by proxy.

*Petitioner's Exhibit 59*

1039

Lloyd Italiano and Prince Lines, O. L. Richard.  
 Lloyd Sabaudo, represented by proxy.  
 North German Lloyd Line, Herman Winter, E. Salzer.  
 Russian-American Line, M. Strauss.  
 Scandinavian-American Line, A. E. Johnson.  
 Sicula-Americana Line, represented by proxy.  
 Spanish Line, represented by proxy.  
 Mr. Lawson Sandford, Secretary.

*Rail Lines.*

A. T. & S. F. Ry., represented by Chairman. 1040  
 C. & N. W. Ry., C. A. Cairns, A. M. Johnson.  
 C. B. & Q. R. R.  
 C. M. & St. P. Ry., A. F. Merrill.  
 C. R. I. & P. Ry., Jno. Sebastian.  
 Mo. Pac. Ry., B. H. Payne.  
 Un. Pac. R. R., E. L. Lomax, J. B. De Friest.  
 Eben E. MacLeod, Chairman.  
 E. F. Burnett, General Agent.  
 T. Thompson, Secretary.

*Also Present:*

Canadian Pacific R. R., Robt. Kerr, Allan Cameron.  
 Southern Pacific Co., L. H. Nutting. 1041

On motion Mr. MacLeod was elected chairman of the meeting.

It was stated that this conference was arranged for by the Steamship Lines who desired to discuss with the Advisory Committee of the Immigrant Bureau some proposed changes in the understanding between the Rail Lines and Steamship Lines and such other matters of mutual interest as might be presented.

1042

*Petitioner's Exhibit 59**Eastbound Trans-Atlantic Steamship Traffic.*

Before proceeding with the regular docket Mr. Winter on behalf of the Steamship Lines stated that the latter had at a meeting the previous day adopted the understanding covering Eastbound steamship traffic from Western Territory to European destinations, which had been the subject of negotiations and correspondence between the Rail and Steamship Lines, as amended to include business passing through the Missouri River Gateways, and as advised in Chairman McLeod's letter to Secretary Sandford dated New York, November 9, 1909.

1043

In advising of this action Mr. Winter stated that it had been adopted as a tentative arrangement and expressed the hope that eventually, if it were found to work satisfactorily, the understanding might be placed upon the basis of 10 per cent commission with maximum of \$1.50 from all territory.

Secretary Sandford then advised that as giving effect to the arrangement Railroad Committee Report No.            had been issued to all Steamship Lines giving the details of same as effective November 1, 1909, and that telegrams had also been sent to the Chicago and California Committees of the Trans-Atlantic Passenger Conferences to the same effect.

1044

The promulgations in question are attached hereto as addenda and made part of the record hereof.

*(a) Eastbound traffic from California.*

In response to a query on the part of the Chairman as to whether it would be possible to control the traffic eastbound from California in accordance with the wishes of the Routing Committee the same as was being done on westbound traffic, reply was made on behalf of the Steamship Lines that they could and would absolutely control it.

(b) *Non-membership Conference Lines.*

In reply to a query as to whether all Steamship Lines were members of the Conference it was stated that the only lines not members were the Northwest Transport Co. and the two Greek Lines, viz: National Steam Navigation Co. Limited and Hellenic Trans-Atlantic S. S. Co.

(c) *Routing of Traffic from the Twin Cities.*

Another point raised was, whether in routing the traffic between say, Twin Cities and Chicago in case dissatisfaction should arise between the interested rail lines between those points, with the manner in which the traffic was being carried leading to the expressed desire upon the part of one such line to withdraw from the arrangement, the Steamship Lines would assure the Rail Lines that their instructions through the Routing Committee would be observed.

1046

Assurances were given that this would be done and if necessary in order to bring same about resort would be had to a "friendly demonstration" by the Steamship Lines.

(d) *Traffic through Memphis and New Orleans.*

Query was made as to whether the Steamship Lines had taken steps to cover traffic through Memphis and New Orleans gateways in order to protect Western Lines parties to this understanding. It was stated on behalf of the Rail Lines that it would be necessary that a similar understanding be arrived at by the Steamship Lines with the interested Rail Lines covering traffic through these gateways. Reply was made that this would be taken up at once with the interested Rail Lines with this object in view; that it was the purpose of the Steamship Lines to leave open no loophole for this traffic.

1047



1048

*Petitioner's Exhibit 59*

(e) *Traffic from the Twin Cities already contracted for by Rail Lines.*

During the discussion the point was made that one of the Rail Lines from the Twin Cities having a contract with the Steamship Lines for the handling of this traffic on a higher commission basis had cancelled same but that it was understood that another rail line similarly situated had not done so and the opinion was expressed by the Rail Lines that the responsibility for bringing about a cancellation of this agreement rested with the Steamship Lines under this understanding.

1049

It was further stated that when this question was considered by the Rail Lines it was their understanding, in recording affirmative expressions thereon, that the Steamship Lines were in position to absolutely control this situation and would do so; that if it were found that any of the Rail Lines had any contracts with any of the Steamship Lines on a more favorable basis than that covered in the understanding, the Steamship Lines would be expected to bring about an immediate cancellation thereof. The Rail Lines further stated that if this could not be done it would have a weakening effect on the understanding at once and would practically nullify it.

1050

(f) *Traffic from the Twin Cities contracted for by Steamship Lines.*

Further discussion developed the fact that pending negotiations for the adoption of this arrangement certain Steamship Lines had contracted for the transportation of some of this traffic with certain rail lines from the Twin Cities to European destinations during the holiday season on a more favorable basis than covered in the understanding; that it was the desire of the Steamship Lines that they be protected on such

traffic, tickets for which had been sold or on which deposits had been made prior to November 11, 1909, for certain steamers for sailings on certain specified dates between this time and the holidays; also that they be protected on such business similarly contracted for which may have moved prior to November 11; that furthermore as this traffic moved in parties and it might be impracticable to separate such parties it was desirable so far as possible that they be kept together but that every effort would be made to divide these among the Rail Lines as might be found to be convenient or practicable in accordance with the request of the Joint Routing Committee.

1052

Understanding was reached that the Rail Lines would protect the Steamship Lines on the traffic referred to for the period named, on condition that the Steamship Lines would immediately furnish the Joint Routing Committee, through General Agent Burnett, with complete report of all such tickets issued, point of origin, name of passenger, number of steamship order, destination, departure from Atlantic port, name of same and date; for business ticketed November 1 to 10 inclusive, issuing line and form and number of rail ticket.

In reply to inquiry as to the amount necessary to protect the Steamship Lines under such contract the statement was made by one of the Steamship representatives that the amount was \$2.75 per ticket to which no dissent was recorded.

1053

The chairman then asked if there was any objection on the part of any interest to the understandings above recorded and hearing none, he announced that the record would be shown accordingly.

(g) *Limitation of Arrangement.*

Attention was then called to the further suggestion of the Rail Lines as covered in letter of Chairman

*Petitioner's Exhibit 59*

1054

MacLeod to Secretary Sandford of November 9th, that there be an understanding as to limitation of the arrangement covered in the following which was adopted at the meeting of the Advisory Committee November 9th:

1055

"Recommended. That this understanding take effect November 1, 1909, and shall continue thereafter subject to a ninety days written notice of withdrawal by either the Steamship Lines or the Advisory Committee of the Immigrant Bureau with the Southern Pacific, but a notice of withdrawal by one or more Steamship Lines or Railroad Lines shall be considered as a cancellation of the understanding between the other Steamship Lines and Railroad Lines parties hereto."

Mr. Winter on behalf of the Steamship Lines stated that this was satisfactory to them and that it would be satisfactory to have it embodied in and as part of the understanding.

It was also recorded that the understanding was adopted mutually by the Rail and Steamship Lines as tentative, to be subject to further consideration as time would no doubt develop other features in connection therewith which should be given consideration, some of which have been touched upon in a previous part of this record.

1056

It was further understood that a letter would be addressed by the Chairman of the Advisory Committee to the Steamship Lines embodying the understanding to which the Steamship Lines would reply in acceptance, similar to that which passed between the Chairman of the Central Passenger Association and the Steamship Lines.

The amended and complete understanding as covered herein together with the letter of Chairman MacLeod to Secretary Sandford of November 9th (previously referred to), are shown below in their order as a matter of record.

(Quote.)

*Petitioner's Exhibit 59*

1057

Afternoon Session, November 10th.

## SUGGESTED AMENDMENTS TO THE RAIL AND STEAMSHIP AGREEMENT.

The chairman stated that just prior to leaving Chicago for New York to attend this conference he had been furnished with a memorandum of the changes suggested by the Steamship Lines in the articles of the Agreement between the Steamship and Rail Lines and that while it had been given some attention at the meeting of the Advisory Committee Meeting at New York, November 9th, it seemed necessary in order to develop what was desired in connection therewith, to await the joint consideration thereof at this meeting, and that therefore, the matter was now before the meeting for action.

1058

The Chairman further stated that in the consideration of the question it should be borne in mind that it merely had relations to amendments of the Agreement now existing between the Rail and Steamship Lines and that should any changes or amendments be made it would still continue in effect such agreement with the changes referred to. In other words, that the present agreement would still continue in full force and effect with such modifications or amendments as might by mutual consent be adopted at this meeting.

1059

It was stated on behalf of the Steamship Lines that the changes or modifications in the agreement which they suggest had been developed as the result of experience in working thereunder in past years, that the questions raised in each case had been noted on the document which was referred to by the Chairman.

It was understood that the articles would be considered *seratim* and that where no changes were suggested they would be passed.

Article 1, Paragraph 1. No change.

Article 1, Paragraph 2.

The party of the second part comprises the Rail and transportation companies constituting the Immigrant Bureau of Western Lines specified in attached Appendix B, the Southern Pacific Co. and such additional rail and transportation companies, as may hereafter become parties hereto.

*Comments of Steamship Lines.*

1061

In the reprints made about 1905, name of Canadian Pacific is dropped here and wherever else it had appeared. Canadian Pacific was a party to the original agreement. What is the present status?

It was explained that reference to the Canadian Pacific R. R. was stricken out of the Agreement by request of the latter company upon advice of counsel and that an understanding had been drawn up in lieu thereof between the Canadian Pacific R. R. and the Rail Lines which was identical with their previous obligations under the original agreement.

The explanation was accepted as satisfactory.

Article 1, Paragraph 3. No change.

Article 2, Paragraph 1.

1062

The party of the first part shall deliver to the joint representative designated by the Joint Routing Committee of the party of the second part all westbound steerage passengers and other passengers holding immigrant rail orders whatsoever (this shall include all orders of the party of the first part routed via Coastwise Steamship Lines) carried on the steamships of the party of the first part and landed at United States Atlantic ports (Portland not included) when destined to a point west of the eastern termini of the party of the second part, at the through fares as applied to westbound trans-atlantic immigrant traffic:

Orders of the party of the first part routed via Coastwise Steamship Lines to be forwarded by the party of the second part via the Coastwise Steamship Lines via which routed when booked at the regular published rates of such lines upon the condition that when the business is destined to a point west of the eastern termini of the party of the second part it shall be routed for said territory by the party of the second part.

*Comments of Steamship Lines.*

This should be made even more comprehensive, conform to present necessities and conditions, and cover all westbound passengers holding immigrant rail orders wheresoever booked including bookings for cash on arrival at landing port of U. S. Immigration Station. Rail Routing to be over such routes as passengers might ordinarily be induced to travel.

1064

Commenting on the reference to routings in the paragraph above referred to, it was explained by the Steamship Lines that a number of cases had recently occurred where complaints had been made that passengers had been sent to their destinations by what seemed to be unnecessarily circuitous rail routes and that it was desired that an understanding be reached which would prevent similar complaints in the future.

1065

The situation was discussed at length during which the point was made, taking into consideration the large volume of traffic handled in years past under the agreement, comparatively few complaints of this character had been made.

During the consideration of the question it was explained that whenever a passenger signified his desire to be forwarded by a certain rail route his wishes had been respected by the Joint Routing Committee.

An understanding was reached that in cases such as referred to the steamship lines would take the mat-

*Petitioner's Exhibit 59*

1066

ter up with the Joint Routing Committee, which upon explanation of the facts would respect such routings as requested, provided such requests were not so numerous as to interfere with the routings of the rail lines.

Discussion then reverted to the first sentence of the suggestions of the steamship lines under this heading wherein "wheresoever booked" appears.

1067

It was explained that this question had arisen by reason of the fact that a passenger would be booked in Europe say, to New York and that while still on the steamer he would conclude to purchase a ticket to an inland destination in the territory covered by the Western Lines; that his final destination would not be shown on the ship's manifest but would still show the passenger as destined to New York; and it was desired by the steamship lines that this particular feature should be fully covered as they considered that they were entitled to the commission thereon.

An understanding was reached that this feature would be covered by amending Article 3, Paragraph 1, by the insertion of the following expression after the word "destination," viz: "on all westbound passengers holding inland immigrant orders landed at Ellis Island and ticketed by rail lines at Ellis Island."

1068

The rail lines agreed to pay on such business with the understanding that orders for such tickets could only be sold on board of the steamer or at the dock while the passenger was still under the supervision and control of the steamship company, before arrival at Ellis Island. The order for the rail ticket to be exchanged only at Ellis Island on the day of arrival of the passenger from the steamer, except in cases where the passenger is longer detained by action of government authorities.

Note: This is covered under consideration of Article 3, Paragraph 1.

*Article 2, Paragraph 2.*

It was understood that the amendment made to Paragraph 1, Article 3, covered the points made by the steamship companies in connection with this paragraph, hence, it was passed.

Article 2, Paragraph 3. Passed.

Article 2, Paragraph 4.

The parties hereto obligate themselves not to permit the conversion of steerage passengers or other passengers holding immigrant rail orders to first or second-class for the purpose of removing such business from the control of this agreement. 1070

*Comments of Steamship Lines.*

There is no "conversion" except on specific request of passengers, which the railroads fully understand.

*Tariffs of Immigrant Rail Fares.*

Provision should be made for these. Point out unsatisfactory facilities afforded by Trunk Line Association's immigrant tariffs and supplements. Any conditions respecting such fares should be subject to mutual consent. 1071

With regard to the first paragraph of the suggestions of the steamship lines above referred to, no action was deemed necessary.

Concerning the second paragraph of the suggestions covering tariffs of immigrant rail fares, explanation was made as to the difficulties of the rail lines in getting out their tariffs which the steamship lines understood and accepted.



*Petitioner's Exhibit 59*

## Article 3, Paragraph 1.

The party of the second part shall pay the party of the first part its proportion (except when as the receiving line it pays the entire commission) of a commission allowance of 10% and no more of the maximum through immigrant rate from New York to destination; Provided, that effective May 1, 1904, the maximum commission from New York to destination shall be \$4.00 so long as the Trunk Lines pay their present rates of commission. Any change in the latter to likewise change said maximum. The party of the second part further agrees that it will not pay any commission allowance to any Trans-Atlantic Steamship Line not included in the party of the first part or to any other party or parties on the business subject to this agreement.

*Comments of Steamship Lines.*

It is pointed out that limitation of the commission as appearing in caps in the 1905 reissue by the railroads, interjects a proviso which was not part of the 1897 agreement. What is the object?

Question is asked, is the last sentence of this paragraph being observed by the railroads—not to pay any commercial allowance to any steamship line or any other party or parties on business covered, who are not recognized as parties to the agreement?

This was covered by the amendment to Article 3, Paragraph 1, suggested in the discussion under Paragraph 1, Article 2, by the insertion of the following clause, viz: "On all westbound passengers holding inland immigrant rail orders landed at Ellis Island and ticketed by rail lines at Ellis Island."

The paragraph as amended reads as follows:

"The party of the second part shall pay the party of the first part its proportion (except when as the receiving line it pays the entire commission) of a commission allowance of 10% and no more of the maximum through immigrant rate from New York to destinations ON ALL WESTBOUND PASSENGERS HOLDING INLAND IMMIGRANT RAIL ORDERS LANDED AT ELLIS ISLAND AND TICKETED BY RAIL LINES AT ELLIS ISLAND; PROVIDED, THAT EFFECTIVE MAY 1, 1904, THE MAXIMUM COMMISSION FROM NEW YORK TO DESTINATION SHALL BE \$4.00 so long AS THE TRUNK LINES PAY THEIR PRESENT RATES OF COMMISSION. ANY CHANGE IN THE LATTER TO LIKEWISE CHANGE SAID MAXIMUM. The party of the second party further agrees that it will not pay any commission allowance to any Trans-Atlantic Steamship Line not included in the party of the first part, or to any other party or parties on the business subject to this agreement."

1076

In explanation of the expression appearing in caps in the article shown reading:

"Provided, that effective May 1, 1904, the maximum commission from New York to destination shall be \$4.00 so long as the Trunk Lines pay their present rates of commission. Any change in the latter to likewise change said maximum" it was stated that the object of this was to provide against any change in the basis of commissions paid by the Trunk Lines. For instance, should they discontinue same or change their rate of commission, that any such change would necessitate corresponding changes in the present through commission.

1077

This explanation was accepted as satisfactory.

With regard to the second question, the answer of the rail lines was in the affirmative.

*Petitioner's Exhibit 59*

1078

In reply to a query by the steamship lines as to whether under this article any steamship company not a member of the Conference would be paid a commission, response on behalf of the rail lines was that they would not.

The question was then asked if Peter McDonnell would pay such commissions, which in turn, would have the effect of payment of commissions to non-conference lines, such as the Northwest Transport Company, by western rail lines.

The reply was made by a representative of a rail line on behalf of Mr. McDonnell that he would not.

1079

In reply to a query, Mr. Robt. Kerr, of the Canadian Pacific stated that they paid the Northwest Transport Company; that this was done to meet the competition of the Grand Trunk Railway.

In this connection Mr. Kerr stated that the Canadian Pacific were absorbing the through commission paid to the Northwest Transport Company and that in no case were western lines participating therein.

In reference to the payment of commissions to the Northwest Transport Company an understanding was reached that the question would be taken up with the Grand Trunk Canadian Pacific and Intercolonial Railways, with the view to having them discontinue the payment of commissions through Canadian Ports to outside lines.

1080

This brought out the fact that the Immigrant Bureau lines were furnished with no figures or statistics of immigration through Canadian ports; that although requests had been made on the Canadian Pacific for such figures, same had been declined.

In answer to a query as to whether the Canadian Pacific were parties to the Immigrant Agreement, the Chairman replied that they were, through American ports only, by direct agreement between the Canadian Pacific R. R. and the Immigrant Bureau lines, but

that this did not have any relation to business through Canadian ports.

*Proposed Inclusion of Canadian Lines in the Understanding.*

The question was raised as to whether the understanding could not cover all the Canadian Lines through Canadian Ports.

Motion was offered that committee consisting of rail and steamship lines be appointed to confer with the Canadian Lines with the view to securing their membership in the agreement covering immigrant traffic through Canadian ports; and that in connection with the negotiations with these lines they also have in mind the discontinuance of payment of commissions to non-conference lines.

1082

This motion was adopted, and the Chairman appointed the following committee:

Messrs. Herman Winter and Emil Lederer, representing the steamship lines, and Messrs C. A. Cairns, E. L. Lomax and (upon suggestion of the meeting) Chairman MacLeod of the Advisory Committee, representing the rail lines.

It was understood that this committee would take action as promptly as possible.

1083

*Individual Rail Orders in Europe.*

Article 3, Paragraph 2.

The party of the second part shall pay to the party of the first part the commission allowance provided for herein on all business including individual rail orders which may be used or which may be sold by steamship lines or steamship agents, exception on such individual rail orders as may be sold by the Southern Pacific

1084

*Petitioner's Exhibit 59*

Company in offices of its salaried agents at Liverpool, Hamburg, Antwerp, Rotterdam (one office each) and London (two offices).

*Comments of Steamship Lines.*

This should be subject to explanation and discussion in view of present conditions.

1085

The Chairman stated that the question of individual rail orders in Europe had been the subject of consideration by the Advisory Committee continuously, and that he had had a conference with those who had their rail orders in Europe; that the Southern Pacific Company had taken the position that so long as the Canadian Pacific, Peter McDonnell and Grand Trunk had their orders in Europe, they were not in position to withdraw same; that in response to a query as to whether they would withdraw same if the other interests withdrew them, they stated that in that event they would give the matter careful consideration.

Under the circumstances it was deemed impracticable to make any progress in this direction at this time, hence the subject was passed.

Article 3, Paragraph 3. No suggestions.

1086

Article 3, Paragraph 4.

It is understood as the spirit of this agreement that all changes of rates and commissions shall be promptly and simultaneously promulgated by the railroads through the Joint Routing Committee to the Secretary of the Steamship Line Conference, and that the railroads will not furnish any individual railroad or steamship agents with these changes before the date that they are given to the steamship lines through the Joint Routing Committee.

And further, that the steamship lines will see to it that all notices to steamship agents, advising changes

*Petitioner's Exhibit 59*

1087

of railroad rates or commissions shall be issued simultaneously by all steamship lines.

*Comments of Steamship Lines.*

Has not worked smoothly in all cases. Desirable to discuss and to make clear what system shall be followed.

It was explained that this particular reference to colonist fares; that more or less difficulty had been experienced in notifying steamship lines of the colonist fares in effect on a certain date, as promptly as should have been done; that this had now, however, been overcome and that it was not expected that there would be a recurrence of the trouble.

1088

With this understanding the question was passed.

*Article 3, Paragraph 5.*

The party of the first part will undertake to secure and make effective a schedule of commissions to be paid to booking agents which shall be uniform through all Atlantic and Gulf Ports.

*Comments of Steamship Lines.*

1089

This requires some attention. In July, 1909, the Southern Pacific finally consented to conform to the wishes of the Steamship Lines in regard to amount of commercial allowance for booking agents on prepaid bookings on the Pacific Coast. What is the position of the Canadian Pacific as a steamship and railroad proposition in respect to this matter? Any other features?

*Petitioner's Exhibit 59*

1090

COMMISSION ALLOWANCE TO SUB-AGENTS UNIFORM  
THROUGHOUT THE TERRITORY EAST AND WEST-  
BOUND.

Discussion in connection with this paragraph developed that the commission allowance to sub-agents as far as the steamship lines were concerned, was uniform all over the territory, east and westbound at the present time.

1091

During the discussion the point was made that it would not be satisfactory to have an agent on the Pacific Coast sell an ocean prepaid order, except in connection with the through rail transportation; that the steamship lines desired to have a record of the form and number of the order and the ticket in each case.

In response to queries, the representatives of the French Line, Fabre Line and Southern Pacific stated that in no case were they paying more on prepaid orders to sub-agents than the agreed commission, namely five per cent with maximum of \$2.00 as booking agent, and \$1.00 to general agents.

1092

The question was then asked as to what commission Mr. Fugazzi would receive. Reply was made that as booking agent he would receive five per cent with maximum of \$2.00 and one dollar as general agent.

Inquiry was further made whether Peter McDonnell was engaged in selling prepaid orders, and, if so, if he was observing the agreement as to payment of commissions thereon. The representative of the French Line stated that they did permit Peter McDonnell to sell prepaid orders in connection with their steamship tickets but that they would vouch for his not exceeding the agreed commission above stated.

Article 4.

Previous discussion indicated that no change was necessary in this article, particular reference being

*Petitioner's Exhibit 59*

1093

made to the exception in regard to the use of individual rail orders of the Southern Pacific Company.

Article 5. No change.

Article 6. No change.

Article 7. No change.

Article 8.

The parties hereto agree not to enter into any arrangement of any kind with parties not already identified with this agreement which shall adversely affect the interests of either of the parties hereto covered by this agreement, provided that this shall not be understood as obligating the Immigrant Bureau of western lines to clear orders exchanged for tickets of Trunk Line issue, to any territory, or to pay commissions on or route such tickets within the territory of the Trunk Lines or Central Passenger Committee.

1094

*Comments of Steamship Lines.*

Should be discussed—what is object of proviso? Reference to Trunk Lines and Central Passenger Lines—it is pertinent in this connection to suggest desirability of negotiating for tripartite agreement to include all interested carriers along the route. In the interest of the business from the steamship point of view it should be done.

1095

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SUGGESTED TRIPARTITE ARRANGEMENT BETWEEN  
S. S., TRUNK LINES AND WESTERN PASSENGER AS-  
SOCIATION.

Explanation on behalf of the rail lines was that the agreement with the steamship lines as at present existing was satisfactory to them and that if the steamship lines desired an understanding with the Trunk Lines it was a question for them to take up rather than for the western lines.



1096

*Petitioner's Exhibit 59*

There being no suggestions offered, the question was passed.

Article 9. No change.

*Duration of the Agreement.*

Article 10.

1097

This agreement shall take effect on December 1, 1897, and remain in effect thereafter unless on thirty days' written notice of withdrawal of either the first or second party hereto, provided that notice of withdrawal of one or more individual steamship lines or of one or more individual rail and transportation lines shall not be considered as a cancellation of the agreement between the other individual steamship lines and individual rail and transportation lines party hereto.

*Comments of Steamship Lines.*

Should be redrawn for the new agreement.

In connection with this article a term of years for the continuance of the agreement was suggested on behalf of the steamship lines.

1098

Discussion developed the opinion, however, that it was more effective as it stands at present; that it continued indefinitely unless notice as covered therein should be given by either party.

This was acquiesced in by the meeting and the question was passed.

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Afternoon Session, November 11, 1909.

SUPPLEMENTARY AGREEMENT COVERING UNDER-  
STANDING WITH PETER McDONNELL.

1. It is understood and agreed that Peter McDonnell will have the same commissions from the Western Passenger Association which the steamship lines now

receive, upon the understanding that Peter McDonnell's railroad business is to be fully controlled by the Western Passenger Association; that Peter McDonnell shall file a list of those to whom he now pays commissions in Europe and America, and that he shall not increase this list nor extend his activity in any territory where he has not been active up to date.

2. Further, that neither the Southern Pacific nor Peter McDonnell nor any member of the Western Passenger Association shall either themselves or through their agents or sub-agents, directly or indirectly, pay a higher commission on the sale of railroad tickets made in connection with steamship tickets than the steamship lines pay their agents. 1100

*Comments of Steamship Lines.*

Are these being lived up to? Whole question of "Peter McDonnell business" to be discussed.

The suggestion was made that this supplementary understanding should be incorporated in the main agreement. During the discussion on this point the view prevailed that there was no objection to continuing it as a supplementary understanding in its present form.

*List of Agencies of Peter McDonnell.*

1101

The question was raised as to whether the list of agencies had been filed with the rail lines and steamship lines under paragraph one, which was replied to in the affirmative, both on the part of the Chairman of the Western Passenger Association and Secretary Sandford of the Passenger Conferences, who had been furnished with a copy.

The following was adopted:

That the Joint Routing Committee request Peter McDonnell to file with the Chairman of the Western

*Petitioner's Exhibit 59*

1102

Passenger Association and the Secretary of the Trans-Atlantic Passenger Conferences a revised list to whom he now pays commissions in Europe and America, up to November 1, 1909.

Consideration of the second paragraph was then taken up.

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QUESTION AS TO WHETHER ANY OF THE S. S. LINES  
HAVE A MORE FAVORABLE ARRANGEMENT WITH  
PETER McDONNELL.

1103

During the consideration of the paragraph the question was asked of the representatives of the French Line and the Austro-American Line if they had any contract with Peter McDonnell covering a more favorable arrangement than provided for in the rail and steamship understanding now under discussion; the replies of both were to the effect that they had not; that the same understanding is in effect between them and Peter McDonnell, with the same conditions, and obligations as are in effect between other conference lines and the Immigrant Bureau Lines; that it was not believed any such contracts were in existence in Europe; that if there were, they were on the same basis as covered in the agreement under discussion.

1104

Discussion further developed that the statement on behalf of the lines referred to, that they received no more commission from Peter McDonnell than the other Conference lines received from the Immigrant Bureau Lines of the Western Passenger Association, was accepted by the meeting as satisfactory.

After further discussion, motion was offered that the second paragraph of the supplementary understanding be amended to read as follows; the amendment being shown in caps:

*Petitioner's Exhibit 59*

1105

"Further, that neither the Southern Pacific nor Peter McDennell nor any member of the Western Passenger Association shall either themselves or through their agents or sub-agents, directly or indirectly pay to ANY STEAMSHIP COMPANY ANY MORE THAN THE AGREED TEN PER CENT COMMISSION, WITH MAXIMUM OF \$4.00 AS PER ARTICLE THREE, PARAGRAPH ONE, NOR MORE THAN FIVE PER CENT WITH MAXIMUM OF TWO DOLLARS TO ANY SUB-AGENT; THE STEAMSHIP COMPANIES ON THEIR PART AGREEING NOT TO PAY MORE THAN FIVE PER CENT, WITH MAXIMUM OF TWO DOLLARS TO THEIR SUB-AGENTS.

1106

Expression of views on the subject as to the adoption of this paragraph as amended was taken and all were recorded in the affirmative except that of the Union Pacific which was withheld, with the understanding that it would be recorded the next day.

Mr. Lomax, for the Union Pacific subsequently recorded his expression as follows:

"Aye, with the understanding that an agreement is reached in Europe, which shall include the Grand Trunk, Boston & Maine and Canadian Pacific Companies."

1107

During further discussion of this paragraph, the question was asked as to whether the agreement was being lived up to upon the part of all interests, and as to whether there was any complaint that the Southern Pacific were paying more than the maximum commission in Europe.

On behalf of the steamship lines reply was made to the effect that there was no such complaint made, nor did they have any knowledge of such payments.

The question was then asked as to whether there was any complaint to the effect that Peter McDonnell was

*Petitioner's Exhibit 59*

1108

paying more than the maximum to any agent or steamship lines in Europe.

Reply was made on behalf of the steamship lines that to the best of their knowledge and belief Peter McDonnell was not paying in excess of the agreed commission either to the steamship lines or sub-agents that although statements had been repeatedly made that Peter McDonnell was paying more, this had not been substantiated.

1109

Expression of views was then taken of each representative present, as to whether they had any evidence to indicate that Peter McDonnell was paying any commission in Europe or elsewhere in excess of the amount covered by the rail and steamship agreement or his obligations under his agreement.

The expressions were all recorded in the negative.

It was further stated that the steamship lines had the personal assurance of Peter McDonnell that he was observing his agreement and was paying no higher commission than is paid by the Immigrant Bureau lines and that they had nothing to indicate this was not correct.

1110

It was the sense of the meeting that Peter McDonnell's assurances be accepted and that it be made a matter of record that there was no knowledge or evidence that Peter McDonnell was not strictly observing his obligations under his agreement.

In this connection it was understood that Mr. Winter representing the steamship lines would pursue this question further with the lines not represented at the meeting and report the result thereof to the Chairman of the Immigrant Bureau and to the Secretary of the Steamship Conferences.

*Petitioner's Exhibit 59*

1111

*Allowance to Booking Agents in Europe to be Investigated.*

The point was made on behalf of the steamship lines that some agency had been allowing booking agents in Europe the full ten per cent, and it was understood that this situation would be developed as soon as the result of these meetings in this country could be certified to the European Conference, with the view to having the same understanding prevail in Europe. Understanding that the provision of this agreement would be certified to the European Conference with the view to having similar understanding.

1112

Upon conclusion of the discussion the understanding was reached, that this record would be certified to the European Conference with the view to having similar understanding made effective throughout Europe.

*Boston & Maine and Grand Trunk Orders in Europe.*

The question of the Boston & Maine and Grand Trunk orders in Europe was then considered and it was understood that the committee previously referred to would take up the question of securing an understanding that these companies would pay the same commission to their sub-agents in Europe as the other conference lines were obligated to pay from American ports.

1113

Paragraph 3 of the supplementary agreement.

That the Western Passenger Association and the Southern Pacific agree to pay the steamship lines for the next five years of the same commission which they now receive.

371

1114

*Petitioner's Exhibit 59**Comments of Steamship Lines.*

Another period, say ten years, should be fixed for the commission basis. This should be included under Article III (see previous comments thereon).

In view of the adoption of the understanding with regard to the limitation of the agreement as covered in previous portion of this paragraph it was understood that this paragraph could be eliminated.

*Passes to Representatives of Steamship Lines.*

1115

Paragraph 4 of the supplementary agreement.

That the traveling agents of the steamship lines receive from all members of the Western Passenger Association and the Southern Pacific annual passes over the lines of their roads.

Note: At meeting of the Advisory Committee held in Chicago January 26, 1905, it was understood that the question of issuance of passes was one which the Executive Officers of the various lines controlled and that the passenger departments could only recommend to such officers the continuance of the passes which had been heretofore approved and covered in the Executive Officers' Pass Agreement.

1116

*Comments of Steamship Lines.*

Subject to restoration of railroad passes for steamship representatives was submitted to Mr. MacLeod July, 1909. Subject to an offset for the traveling expenses of steamship representatives since withdrawal of passes in 1908, is also unfinished. The steamship lines should be furnished with annual passes, or an additional 5% regardless of maximum, by railroads who do not furnish passes.

Reference was made to the fact that the steamship lines had presented to the rail lines in previous meeting the fact that they should have these passes as the work done by the traveling representatives of the steamship lines, was in the interest of the rail as well as the steamship lines, and that it was understood that the Interstate Commerce Commission had ruled against the issuance of such transportation; that the rail lines should as a matter of equity, in lieu thereof grant some compensation to the steamship lines.

This question was discussed at length during which the suggestion was made that a 5% increased allowance to the steamship companies, as a compensation in lieu of the issuance of passes would seem fair and the following was offered:

1118

Recommended, That the traveling agents of the steamship lines receive from all members of the Western Passenger Association and the Southern Pacific, annual passes over the lines of their roads, and in lieu thereof 5% cap commission shall be paid to the steamship lines on business covered hereby by such railroads as do not issue passes.

Upon laying this motion before the meeting objections were recorded and it was announced as lost.

In this connection it was pointed out that a uniform five per cent increased allowance to the steamship companies would hardly be fair to all lines for the reason that the expenses of the traveling representatives of one line and the revenue on which commissions are paid might be much less than another, and hence, if some such plan were agreed upon it would create inequality as between the different steamship companies, and the purpose sought thereby would not be attained.

1119

In passing this question it was understood that the Advisory Committee would take under consideration, as the first order of business upon their return to Chicago, the question of remuneration in some form to



1120

*Petitioner's Exhibit 60*

the steamship lines by reason of the outlay necessary for their traveling men in looking over the affairs of their companies both as to east and westbound business in their territory; that any action which might be taken in this direction be retroactive to the date on which passes to steamship representatives were withdrawn.

Rail rates—operative as between U. S. and St. Lawrence ports.

Passed.

Adjourned.

1121

EBEN E. MACLEOD,  
Chairman of meeting.

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**Petitioner's Exhibit 60.**

APPENDIX A.

MEMORANDUM OF AGREEMENT (containing amendments up to and including January 26, 1905), between Trans-Atlantic Steamship Lines known herein as the party of the first part and the rail and transportation companies, known herein as the party of the second part, covering westbound steerage passengers and other passengers holding immigrant rail orders.

1122

ARTICLE I.

1. The party of the first part comprises Trans-Atlantic Steamship Lines specified in attached Appendix A and such additional steamship lines as may hereafter become party hereto.

2. The party of the second part comprises the rail and transportation companies constituting the Immi-

*Petitioner's Exhibit 60*

1123

grant Bureau of Western Lines specified in attached Appendix B; the Southern Pacific Company and such additional rail and transportation companies as may hereafter become party hereto.

3. The party of the first part will determine what additional steamship lines may become party hereto; the party of the second part will determine, by unanimous vote only, what additional rail and transportation companies may become party hereto.

## ARTICLE II.

1124

1. The party of the first part shall deliver to the joint representative designated by the joint routing committee of the party of the second part all west-bound steerage passengers and other passengers holding immigrant rail orders whatsoever (this shall include all orders of the party of the first part routed via Coast-wise Steamship Lines) carried on the steamships of the party of the first part and landed at United States Atlantic ports (Portland not included) when destined to a point west of the Eastern Termini of the party of the second part, at the through fares as applied to westbound Trans-Atlantic immigrant traffic; orders of the party of the first part routed via Coast-wise Steamship Lines to be forwarded by the party of the second part via the Coast-wise Steamship Lines via which routed when booked at the regular published rates of such lines upon the condition that when the business is destined to a point west the Eastern Termini of the party of the second part it shall be routed for said territory by the party of the second part.

1125

2. It is further understood that nothing herein, shall prohibit whichever party comprising the party of the second part receives the business under the direction of the Joint Routing Committee from paying

*Petitioner's Exhibit 60*

1126

the through commission on such business to any territory from port of debarkation to destination to the steamship lines and settling with the steamship lines for the order at net rate, regardless of the initial routing of the order.

1127

3. The party of the first part having herein assumed an obligation to control and deliver to the party of the second part all such business carried on the steamers of the party of the first part, the latter agrees, immediately upon the adoption of this agreement, to take the necessary steps to control all such traffic, to the extent, if necessary of withdrawing the agency of the party of the first part on all classes of business from booking agents or others who may divert or attempt to divert the business from the channels provided for herein.

4. The parties hereto obligate themselves not to permit the conversion of steerage passengers, or other passengers holding immigrant rail orders to first or second class for the purpose of removing such business from the control of this agreement.

## ARTICLE III.

1128

1. The party of the second part shall pay the party of the first part its proportion (except when as the receiving line it pays the entire commission) of a commission allowance of ten per cent and no more of the maximum through immigrant rate from New York to destination; PROVIDED, THAT EFFECTIVE MAY 1ST, 1904, THE MAXIMUM COMMISSION FROM NEW YORK TO DESTINATION SHALL BE \$4.00 SO LONG AS THE TRUNK LINES PAY THEIR PRESENT RATES OF COMMISSION. ANY CHANGE IN THE LATTER TO LIKEWISE CHANGE SAID MAXIMUM. The

party of the second part further agrees that it will not pay any commission allowance to any Trans-Atlantic Steamship Line not included in the party of the first part, or to any other party or parties on the business subject to this agreement.

2. The party of the second part shall pay to the party of the first part the commission allowance provided for herein on all business including individual rail orders which may be used by the party of the second part in connection with prepaid tickets or which may be sold by steamship lines or steamship agents, excepting on such individual rail orders as may be sold by the Southern Pacific Company in offices of its salaried agents at Liverpool, Hamburg, Antwerp, Rotterdam (one office each) and London (two offices).

1130

3. The party of the first part agrees not to accept any commission allowance of any character on business covered by this agreement from any party or parties other than the rail or transportation lines comprising the party of the second part (the commission allowance for the lines comprising the Immigrant Bureau of Western Lines to be paid through that bureau); the party of the first part further agrees not to accept from any party hereto any commission allowance in excess of that provided for herein.

1131

4. It is understood as the spirit of this agreement that all changes of rates and commissions shall be promptly and simultaneously promulgated by the railroads through the joint routing committee to the secretary of the Steamship Line Conferences, and that the railroads will not furnish any individual railroad or steamship agents with these changes before the date that they are given to the steamship lines through the joint routing committee.

And further that the steamship lines will see to it that all notices to steamship agents advising changes

*Petitioner's Exhibit 60*

1132

of railroad rates or commissions shall be issued simultaneously by all steamship lines.

5. The party of the first part will undertake to secure and make effective a schedule of commissions to be paid to booking agents which shall be uniform through all Atlantic and Gulf ports.

## ARTICLE IV.

1133

1. The party of the first part will undertake to book through to final destination all immigrant steerage passengers carried on its steamers.

1134

Exception: In view of the exceptional existing conditions with the Southern Pacific Company it is understood they are to be permitted to continue the use of their individual rail orders drawn upon themselves at Atlantic ports covered hereby, for rail tickets therefrom subject to all of the other provisions of this agreement as to rates and commissions, for both European and prepaid business; provided should the Immigrant Bureau of Western Lines, as a Bureau (not as individual lines) subsequently determine it to be necessary for the protection of its interests to have like privilege, application therefor will be made to the steamship lines, and in the event of this exception made to the Southern Pacific Company not being withdrawn the same privilege will be accorded by the party of the first part to the Immigrant Bureau of Western Lines as a whole.

This exception is not intended to permit any extension of the use of such orders by the Southern Pacific Company beyond the arrangements now in effect (except such additional salaried offices as they may find it necessary from time to time to establish); such orders to be placed in America with the agents of the Southern Pacific Company only and in Europe to be

used only in their salaried offices and by agents of the steamship lines with which they are now placed.

It is agreed by the party of the first part that the granting of this exception to the Southern Pacific Company shall not be allowed to result in an undue proportion of the traffic in which this company is interested being handled on their individual orders and there is no obligation resting with the party of the first part to use such individual orders simply because their agents have them, but the responsibility for seeing that these individual orders are not used to prejudice the routing of business shall rest with the party of the first part under its general obligations to the several parties hereto.

1136

#### ARTICLE V.

The use of rail orders to other than the final destination of the passenger is prohibited. This to prevent the use of split orders.

#### ARTICLE VI.

Any tickets, steamship or rail, of the issue of the first or second parties hereto, purchased in tests under this agreement shall be redeemed at the regular established rate applicable thereto on presentation, when accompanied by statement giving details of purchase, such tickets shall be presented for redemption within thirty (30) days from date of purchase.

1137

#### ARTICLE VII.

Joint conference may be called by the representative of either party hereto to deal with alleged violations of or threatened interference with this agreement.

*Petitioner's Exhibit 60*

1138

## ARTICLE VIII.

The parties hereto agree not to enter into any arrangement of any kind with parties not already identified with this agreement which shall adversely affect the interests of either of the parties hereto covered by this agreement, provided that this shall not be understood as obligating the Immigrant Bureau of the Western Lines to clear orders exchanged for tickets of Trunk Line issue, to any territory or to pay commissions on or route such tickets within the territory, of the Trunk Lines or Central Passenger Committee.

1139

## ARTICLE IX (NEW)

In case of the cancellation or termination of this agreement at any time, the party of the second part agrees to protect the party of the first part as to rail rates and commissions and outstanding business of the party of the first part contracted under the terms of this agreement.

It is distinctly understood and agreed that the term "Outstanding Business" herein covers only orders which are limited to not more than twelve months from date of issue (in case of regular tariff rates) or those limited to the time the rates are operative in this country (in case of special rates such as "Colonists," etc.).

1140

## ARTICLE X.

This agreement shall take effect on December 1, 1897, and remain in effect thereafter unless on thirty days' written notice of withdrawal of either the first or second party hereto, provided that notice of withdrawal of one or more individual steamship lines or of one or more individual rail and transportation lines shall not be considered as a cancellation of the agree-

ment between the other individual steamship lines and individual rail and transportation lines party hereto.

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#### ADDENDUM.

SUPPLEMENTARY AGREEMENT, effective January 26, 1905, being part of original memorandum of agreement (Appendix A) between Trans-Atlantic Steamship Lines and the lines comprising the Immigrant Bureau of the Western Passenger Association, including immigrant traffic handled by Mr. Peter McDonnell.

1142

1. It is understood and agreed that Mr. Peter McDonnell will have the same commissions from the Western Passenger Association which the steamship lines now receive, upon the understanding that Mr. Peter McDonnell's railroad business is to be fully controlled by the Western Passenger Association; that Mr. Peter McDonnell shall file a list of those to whom he now pays commissions in Europe and America, and that he shall not increase this list nor extend his activity in any territory where has not been active up to date.

1143

2. Further, that neither the Southern Pacific nor Mr. Peter McDonnell nor any member of the Western Passenger Association shall either themselves or through their agents or sub-agents, directly or indirectly, pay a higher commission on the sale of railroad tickets made in connection with steamship tickets than the steamship lines pay their agents.

3. That the Western Passenger Association and the Southern Pacific agree to pay to the steamship lines for the next five years the same commissions which they now receive.



1144

*Petitioner's Exhibit 60*

4. That the travelling agents of the steamship lines receive from all members of the Western Passenger Association and the Southern Pacific annual passes over the lines of their roads.

Note: At meeting of the Advisory Committee held in Chicago, January 26, 1905, it was understood that the question of issuance of passes was one which the executive officers of the various lines controlled and that the passenger departments could only recommend to such officers the continued issuance of the passes which had been heretofore approved and covered in the Executive Officers Pass Agreement.

1145

..... For Allan State Line.  
 ..... For Austro-American Line.  
                     For American Line and Red Star Line.  
 ..... New York and Philadelphia Services.  
 ..... For Anchor Line.  
 ..... For Bordeaux Line.  
 ..... For Companie Transatlantica de Barcelona.  
                     For Cunard Line.  
 ..... New York & Boston Services.

1146

..... For Fabre Line.  
 ..... For French Line.  
                     For Hamburg-American Line.  
                     For Baltic Line.  
                     For Scandia Line.  
 ..... For Union Line.  
 ..... For Holland-American Line.  
 ..... For Insular Navigation Company  
                     For "La Veloce" Navigazione.  
 ..... Itailana a Vapore.

*Petitioner's Exhibit 60*

1147

- ..... For Linha de Vapores Portuguezes.
- ..... For Lloyd Italino Societa de Navigazione.
- ..... For Navigazione Generale Italiana.
- ..... For North German Lloyd S/S Co.
- ..... New York Service.
- ..... For North German Lloyd S/S Co.
- ..... Baltimore Service.
- ..... For Prince Line.
- ..... For Scandinavian-American Line.
- ..... For White Star Line.
- ..... New York & Boston Services.
- ..... For the Immigrant Bureau of Western
- ..... Lines, as per Appendix B.
- ..... For Southern Pacific Company.

1148

## APPENDIX "A."

- Allan State Line.
- Austro-American Line.
- American and Red Star Line, New York & Philadelphia Services.
- Anchor Line.
- Bordeaux Line.
- Compania Transatlantica de Barcelona.
- Cunard Line, New York & Boston Services.
- Fabre Line.
- French Line.
- Hamburg-American Line.
- Baltic Line.
- Scandia Line.
- Union Line.
- Holland-American Line.
- Insular Navigation Company.

1149

1150

*Petitioner's Exhibit 61*

"La Veloce" Navigazione Italiana a Vapore.  
 Linha de Vapores Portuguezes.  
 Navigazione Generale Italiana.  
 North German Lloyd S/S Co., New York Service.  
 North German Lloyd S/S Co., Baltimore Service.  
 Prince Line.  
 Scandinavian-American Line.  
 White Star Line, New York & Boston Services.

## APPENDIX "B."

1151

Atchison Topeka & Sante Fe Railway System.  
 Atchinson, Topeka & Sante Fe Railway Coast Lines.  
 Chicago & Alton Railway.  
 Chicago & Northwestern Railway System.  
 Chicago, Burlington & Quincy Railway.  
 Lines East of Mo. Riv.  
 Lines West of Mo. Riv.  
 Chicago Great Western Railway.  
 Chicago, Milwaukee & St. Paul Railway.  
 Chicago, St. Paul, Minneapolis & Omaha Railway.  
 Colorado Midland Railway.  
 Denver & Rio Grande Railway.  
 Great Northern Railway.  
 Illinois Central Railroad.

1152

Missouri, Kansas & Texas Railway.  
 Minneapolis & St. Louis Railroad.  
 Missouri Pacific Railway.  
 St. Louis, Iron Mountain & Southern Ry.  
 Northern Pacific Railway.  
 Oregon Railroad & Navigation Company.  
 Oregon Short Line Railroad.  
 Rock Island System.  
 Chicago, Rock Island & Pacific Railway.  
 St. Louis, Kansas City & Colorado Railroad.  
 St. Joseph & Grand Island Railway.  
 St. Louis & San Francisco Railroad.

*Petitioner's Exhibit 61*

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Southern California Railway.  
 Texas & Pacific Railway.  
 Union Pacific Railroad.  
 Wabash Railroad.  
 Wisconsin Central Railway.

**Petitioner's Exhibit 61.**

"Awaiting confirmation"  
 of the General Managers  
 of all interested Lines.

1154

## AMERICAN ATLANTIC CONFERENCE,

## JOINT PROCEEDINGS NO. 16.

Minutes of a General Meeting of Continental and  
 North Atlantic Passenger Conference Lines held at  
 No. 17 State Street, on Tuesday, November 9, 1909, at  
 11 A. M.

Present:

Mr. George Hannah,	Allan Line.	
Mr. W. W. Jefferies,	} American Atlantic Transport, Dominion, Leyland, Red and White Star Lines.	1155
Mr. R. H. Farley,		
Mr. A. S. Anderson,		
Mr. W. J. Reilly,	Anchor Line.	
Mr. Chas. H. Phelps, Jr.,	Austro-America.	
Mr. W. G. Annable,	Canadian Pacific Atlantic S.	
S. Lines.		
Mr. R. L. Walker,	} Cunard Line.	
Mr. H. H. Kellerman,		
Mr. R. F. Macfarlane,	Dominion and White Star-	
Dominion Lines.		
Mr. C. Treyvoux,	French Line.	

*Petitioner's Exhibit 61*

1156

Mr. Emil Lederer, Hamburg-American Line.  
 Mr. A. C. H. Nyland, Holland-America Line.  
 Mr. Herman Winter, } North German Lloyd.  
 Mr. E. Salser, }  
 Mr. Max Straus, Russian-American Line.  
 Mr. A. E. Johnson, Scandinavian-American Line.  
 Mr. A. C. H. Nyland in the chair.

1157

East and westbound rail commercial allowances in all United States and Canada for inland bookings in connection with bookings of prepaid and eastbound trans-Atlantic passengers of all classes—where such is granted by inland carriers—

1158

All interested Steamship Lines at United States and Canadian ports hereby concur and agree in the principle that for such inland bookings to or from interior points (where inland commercial allowance is available at any time) that one-half (with 1/2 maximum) and no more, of such inland commercial allowances, shall be granted to, and may be deducted from remittances of sub-agents of Steamship Lines, on their conforming to requirements of through booking on Steamship Lines' own inland orders or endorsement on ocean tickets for prepaid (westbound) business, and the use of Steamship Lines' inland voucher coupons for eastbound business. This definite agreement and undertaking in respect to east and westbound rail commercial allowances as to all United States and Canada and disposal thereof (also any other agreements that may in future be made regarding such inland rail business or in connection therewith) is binding and is an obligation on all participating Steamship Lines. It shall be referred at once to Europe with request that it be made a by-law of any arrangements in Europe.

*Petitioner's Exhibit 61*

1159

This agreement to take effect Jan. 1, 1910, by individual action as necessary.

Canadian Pacific voted "Aye" subject to approval, as to C. P. R. rail orders only.

(Min. 134, 139.)

Note: Mediterranean Conference Lines will undoubtedly ratify this action simultaneously.

Following was taken under advisement with action deferred—

That the Principal seaboard office of each line and service in settling accounts in full with designated inland carriers officials, shall retain the remaining one-half ( $1/2$  maximum) inland commercial allowance, as their reimbursement for the control, responsibility and labor involved in this system—with the reservation that General Passenger Agents at G. P. A. points who are employed on a commission basis may receive not more than one-quarter ( $1/4$  maximum) on business done direct by or through sub-agents reporting to them.

1160

This phase of the subject is meanwhile left to the option of each line and service, provided the definite agreement regarding sub-agents be not altered directly or indirectly.

Adjourned.

1161

Confirmed.

CHAIRMAN.

**Petitioner's Exhibit 62.**

1162

Confirmed by all interested Lines.  
Copies issued on July 16, 1908.

These proceedings are in full force and effect.

AMERICAN ATLANTIC CONFERENCE,

JOINT PROCEEDINGS NO. 1.

1163

Minutes of a meeting of heads of Passenger Departments of Continental and North Atlantic Passenger Conference Lines, held at No. 19 Broadway, New York, on Thursday, June 25, 1908, at 11:30 A. M.

Present:

Mr. S. S. Cortis, American, Atlantic Transport, Dominion.

Mr. R. H. Farley, Leyland, Red Star and White Star Lines.

Mr. W. J. Reilly, Anchor Line.

Mr. Charles H. Phelps, Jr., Austro-Americana.

Mr. R. L. Walker, Cunard Line.

Mr. H. H. Kellerman, Cunard Line.

Mr. C. Falck, Cunard Line.

Mr. C. Treyvoux, French Line.

1164

Mr. H. Doblin, Hamburg-American Line.

Mr. A. C. H. Nyland, Holland-American Line.

Mr. C. Van Ryn van Alkenade, Holland-America Line.

Mr. Hermann Winter, North German Lloyd.

1. Meeting organized—Mr. S. S. Cortis requested to act as Chairman.

2. American Atlantic Conference.

Recommended that Continental and North Atlantic Passenger Conferences be continued as separate

bodies; but on matters of general interest to both joint meetings shall be held and action taken (with joint proceedings) under title "American Atlantic Conference."

Matters of particular interest to the one or the other of the conferences to be dealt with separately.

Digest of rules shall be prepared showing the joint rules as now existing and those particularly applying to the one or the other. In the main they are now nearly identical except in a few instances.

Procedure. The work shall be subdivided into five sections each to have jurisdiction in their assigned territory—subject to confirmation of the General Managers and to be embodied in a regular series of joint proceedings.

1166

(a) Canadian Lines to deal with all questions arising and with complaints against agents in Canadian territory.

(b) New York, Philadelphia and Baltimore Lines to deal with all questions arising and with complaints against agents in U. S. territory under control of offices at seaboard and of St. Louis and New Orleans general passenger agencies.

(c) Boston Lines to deal with all questions arising and with complaints against agents in territory of Boston general passenger agencies.

1167

(d) Chicago Committee to deal with all questions arising and with complaints against agents in territory of Chicago and Minneapolis general passenger agencies—regular Chicago minutes to be maintained as heretofore.

(e) San Francisco Committee to deal with all questions arising and with complaints against agents in



*Petitioner's Exhibit 62*

1168

territory of San Francisco general passenger agencies—regular San Francisco minutes to be maintained.

All correspondence for sections (a), (b) and (c) to be conducted through Conference office, New York, including preparation of complaints against agents and the action or recommendations to be recorded in the joint proceedings.

Italian business is governed by Mediterranean Conference as heretofore. This is the essence of the plan to be elaborated or changed as found desirable.

1169

Scandinavian-American Line have intimated that as they carry Scandinavian business only that line prefers to work through North Atlantic Passenger Conference as heretofore.

4. A. E. Johnson & Co., General Passenger Agents, Russian East Asiatic S. S. Co. (A non-Conference Line)—Austro-Americana, French, Hamburg-American, Holland-America, North German Lloyd and Red Star Lines stated individually they had some time since cancelled A. E. Johnson & Co. as their booking agents. Other lines were requested to do so.

Subject laid over for the time being to permit of certain inquiry abroad on a subject which may be relative.

1170

Adjourned.

Confirmed.

A. S. CORTIS,  
Chairman

**Petitioner's Exhibit 63.**

1171

Confirmed by all interested Lines.

Copies issued on July 24, 1908.

These proceedings are in  
full force and effect.

**AMERICAN ATLANTIC CONFERENCE****JOINT PROCEEDINGS No. 2**

Minutes of a Meeting of Heads of Passenger Departments of Continental and North Atlantic Passenger Conference Lines, held at No. 19 Broadway, New York, on Thursday, July 2, 1908, at 2:30 P. M. 1172

**Present:**

Mr. W. J. Reilly, Anchor Line, in the chair.  
Mr. Charles H. Phelps, Jr., Austro-Americana.  
Mr. R. L. Walker, Cunard Line.  
Mr. H. H. Kellerman, Cunard Line.  
Mr. G. Falck, Cunard Line.  
Mr. C. Treyvoux, French Line.  
Mr. H. Doblin, Hamburg-American Line  
Mr. A. C. H. Nyland, Holland-America Line  
Mr. Hermann Winter, North German Lloyd.  
Mr. R. H. Farley, } American, Atlantic Transport,  
Mr. S. S. Cortis, } Dominion, Leyland, Red Star 1173  
                              } and White Star Lines.

**9. Control of Agents.—**

Recommended, that the several Lines and Services members of North Atlantic and Continental Conferences shall, through their travellers when visiting agents give the following instructions:

(a) Serve explicit notice that North Atlantic and Continental Conference Rules must be observed in letter and spirit or agents will become liable to severe

*Petitioner's Exhibit 63*

1174

penalties or to disqualification as circumstances in individual cases may warrant. Any question as to any rule raised by an agent to be explained by the travellers or referred to Conference for reply.

(b) That direct or indirect representation of non-Conference Lines (at present the Russian Volunteer, East Asiatic and New York-Continental Lines) will not be tolerated—Agents having the option of representing Conference or non-Conference Lines. The declaration of option to be made in writing by each agent in a letter to be addressed by him and mailed to Conference.

1175

(c) That direct or indirect bookings of Continental persons such as Austrians, Croatians, Dalmatians, Galicians, Germans, Hungarians, Russians, Slavonians, etc., via Genoa or other Italian ports by *any Line* will not be tolerated—Penalty—fine or disqualification; and—

(d) The penalties or disqualification imposed by either North Atlantic or Continental Conference will be executed and enforced by all Lines members of those Conferences—no excuses of any character will be accepted.

1176

Special notice of this action to be sent to Chicago Auxiliary Committees, North Atlantic and Continental Conferences.

10. Eligible Agents—New York and Vicinity, Chicago, etc.—Separate and distinct eligible lists (and the rules governing appointment of agents in territory mentioned) of North Atlantic and Continental Conferences shall be maintained unchanged.

16. Karl Karstadt, Dayton, O. (File 469-C & 470-C).—Complaint alleges employment of sub-agent and sale of Austro o/s. t. 44031 for passage to Fiume

instead of Budapest as requested by passenger. Karstadt denies *in toto*.

Complaint that R. V. F. o. s. t. 3087 bought in his office which is admitted, but offers to represent Conference Lines only in future.

Fined \$25 for the admitted violation with a warning in respect to both charges.

17. J. Strick, Toledo, O. (File 481-C).—Alleged and admitted that Strick represented R. V. F. but promises to discontinue.

Reprimand only to be imposed on account of Strick's recent advent in the Steamship business.

1178

18. Geo. A. Dobosh, Lansford, Pa. (File 487-C).—Alleged and admitted he represents R. E. A. S. S. Co. but states in future will represent Conference Lines only. Fined \$25.

19. John G. Heinel, Terra Haute, Ind.—Recently given option of representing Conference or non-Conference lines. Stated would return tickets of latter.

Has issued circular reflecting upon and instituting comparison between Steamship Companies. Matter referred to Chicago organization to ascertain if Heinel has returned tickets referred to and to deal immediately with the advertising complaint with instruction that it is of serious character and that a fine and warning be promptly imposed.

1179

20. Provident Savings Bank & Trust Co. 4th & Vine Sts., Cincinnati, O. (File 525-C).—Complaint alleges sale of Veloce o. s. t. V- 23033 in branch office 1629 Central Ave. for passage from New York to Budapest via Genoa.

Trust Co. admit and state that if continued as agents will accept only such business as is strictly in accordance with Conference rules. Fined \$50.

21. Henri Godfrin, Woonsocket, R. I. (File 522-C).—Admitted advertising and holding non-Conference Line tickets. Considered to be an unwitting act and reprimand only to be imposed.

22. Josef Szeppessy, Cleveland, O. (File 526-C).—Advertised in "Szabadsag" May 21, 1908, rate of \$23 without naming the Line. Admits appearance of advertisement but claims it was inserted without his knowledge and was not paid for. It was given the paper November 1907 and it was probably used again May 1908 to fill up space. His attention to be called to the fact that advertisement constituted violation when it first appeared. Fined \$25.

23. C. Krumholz, 696 South Broad St. Trenton, N. J. (Files 516-C & 527-C).—Alleged to have accompanied passenger to office of one Mesanko and there making out R. V. F. o. s. t. 31961—Mesanko only signing it and handing to passenger. Allegation admitted. Claim was led into transaction by plea of poverty.

Allegation that Mesanko employed as sub-agent in the sale of Cunard o. s. t. M-72958 purchased in Mesanko's office. Reply that ticket sold by Krumholz's office in regular course to a person who was presumed to be a passenger.

In view of the well recognized position of Mrs. Krumholz who is endeavoring to maintain the business of her husband and of the good record of the Agency it was considered that a reprimand was sufficient, in view of the fact that complainant has not conducted himself in a manner satisfactory to the Lines on several occasions.

24. L. Rosenberger & Co. Coplay, Pa. (File 520-C).—Alleged representing R. V. F. Admits—States will give up that agency provided secures agencies of all Continental Conference Lines—Cancelled.

*Petitioner's Exhibit 64*

1183

25. John J. Majarosh, Cementon, Pa. (File 521-C).—Alleged to be and admits representing R. V. F. Declines to surrender that agency unless secures agencies of Hamburg, Holland, Lloyd and Red Star. Cancelled.

27. G. V. Hamory, Youngstown, O. (File 504-C).—Alleged that Austro 47555 bought at his office May 4 and not April 30, 1908 as dated; also that \$25 was paid for ticket through to Budapest whereas Austro circular April 24 fixed rate at \$29.

Hamory admits selling this ticket and a number of others at rate of \$24 as the people were very poor and he hoped rates would be reduced to meet \$17 rate of other Lines. Fined \$50. 1184

28. G. V. Hamory, Youngstown, O. (File 503-C).—Alleged he booked Majeran Everisto and Joan Daian to Genoa per "Carpathia" April 9—Hamory admits allegation stating it was done by his clerk during his absence—that the passengers were born in Italy and spoke to his Manager in Italian who knew them before they came to United States. Strong warning.

Adjourned.

Confirmed,

W. J. REILLY,  
Chairman.

1185

**Petitioner's Exhibit 64.**

Confirmed by all interested Lines.

Confirmed copies issued Sept. 2, 1908.

"Awaiting Confirmation" copies were issued July 27 and may now be destroyed.

Except for Min. 30 which is awaiting developments as far as Canadians are concerned, these proceedings are in full force and effect by all Lines.

1186

*Petitioner's Exhibit 64*

## AMERICAN ATLANTIC CONFERENCE.

## JOINT PROCEEDINGS No. 3

Minutes of a Meeting of Heads of Passenger Departments of Continental and North Atlantic Passenger Conference Lines, held at No. 19 Broadway, New York, on Thursday, July 23, 1908, at 2:30 p. m.

Present:

Mr. H. H. Kellerman, Cunard Line, in the chair.

1187

Mr. R. L. Walker, Cunard Line (during part of the session).

Mr. C. Treyvoux, French Line.

Mr. H. Doblin, Hamburg-American Line.

Mr. C. Vande Stadt, Holland-America Line.

Mr. Hermann Winter, North German Lloyd.

Mr. R. H. Farley, America, Atl. Transport, Dominion Leyland, Red Star and White Star Lines.

Mr. W. J. Reilly, Anchor Line.

30. Westbound Through Booking of Third Class Passengers.

Eastbound Through Booking of Third Class Passengers.

1188

Secretary's informal and confidential memo, July 13, 1908, gives information of probable early negotiations with Chicago Eastbound Railroads respecting "Eastbound Steamship Traffic" and sketch of arrangement. Also (on the part of the Steamship Lines) outline of contingent westbound matters and their treatment more particularly relating to Trunk Line and Central Passenger Association territory.

It was the sense of the meeting that Canadian Rail and Steamship Lines should participate in the discussions and any arrangements which may result therefrom.

It was also the sense of the meeting that for preliminary purposes the memo dated July 13, 1908 covers the essential points, and Mr. Reilly, Mr. Farley and Mr. Sandford were appointed a committee to work in conjunction with the Steamship Railroad Committee in the further and detail development of the proposed arrangements.

The only existing arrangement with American Railroads on passenger matters is covered by Agreement 1897 (amended 1905) with Western Passenger Association and Southern Pacific Company on westbound business.

1190

32. Thomas H. Hendrickson, 343 Fulton St., Brooklyn, N. Y. (File 530-C).—Three *bona fide* first class bookings submitted with evidence that passengers had secured their transportation on tickets of Hendrickson procured through International Sleeping Car Co., New York Office.

Allegation admitted, Hendrickson stating that he did not understand it constituted a violation of rules to accept business from a person endeavoring to do steamship business, provided there was no division of commission.

Fined \$75—the violations being serious.

Adjourned.

1191

Confirmed

H. H. KELLERMAN,

Chairman.



1192

**Petitioner's Exhibit 65.**

Confirmed by All Interested Lines.

Confirmed Copies Issued Aug. 28, 1908.

("Awaiting Confirmation" copies were issued Aug. 11.) (and may now be destroyed.)

These proceedings are in full force and effect.

# AMERICAN ATLANTIC CONFERENCE

## JOINT PROCEEDINGS NO. 4

- 1193 Minutes of a Meeting of Heads of Passenger Departments of Continental and North Atlantic Passenger Conference Lines, held at No. 19 Broadway, New York, on Thursday, July 30, 1908, at 2:30 p. m.

Present:

Mr. C. Treyvoux, French Line, in the chair.  
 Mr. H. Doblin, Hamburg-American Line.  
 Mr. C. Vande Stadt, Holland-America Line.  
 Mr. Hermann Winter, North German Lloyd.  
 Mr. R. H. Farley, America, Atl. Transport, Dominion, Leyland, Red Star and White Star Lines.  
 Mr. W. J. Reilly, Anchor Line.  
 Mr. G. Falck, Cunard Line.

1194

34. Joint Proceedings (No. 3) July 23, 1908, were taken up and confirmed.

35. Natrona Realty Co., Natrona, Pa. (File 529-C).—Alleged and admitted they are representing R. V. F.—state they will give up agency at once provided they secure agency of Holland and Hamburg Lines.

Cancelled.

38. W. J. Wooley, 34 Railroad Avenue, Paterson, N. J.—Three complaints:

(File 131-N).—Anchor Line p. s. t. 757/235 sold May 15, 1908 at cut of \$1.

(File 133-N).—Cunard Line p. s. t. 8968 sold May 21, 1908 at cut of \$1.

(File 132-N).—Rates asked for and offer to sell at any time \$1 below tariff.

Wooley admits but claims never received copy of Conference rules as he had recently taken over the business after death of his father.

Strong warning and to be advised further violation would result in loss of his agency.

40. I. H. Roth, 126 Greenfield Ave., Pittsburgh (File 128-N).—Alleged that Michael Malecz made an arrangement with Roth, the latter agreeing to pay him \$1 commission on all passengers he might bring to Roth's office. He later went to Roth's office with a friend and they bought Cunard p. s. t. 94046/47 Roth paying Malecz \$1 commission thereon. Roth admits the allegations, but "fails to see wherein he violated any rules." Fined \$50. 1196

44. New York City Agents—Employment of Detective to Test Rules.—Unverified statements of violation of rules by several New York City Conference agents were presented. Secretary authorized to employ detective to develop definite evidence if possible, concerning certain Conference agents, who are said to be selling tickets of non-Conference Lines and certain unauthorized officers who are said to be selling Conference Line tickets secured from Conference agents. 1197

Adjourned.

Confirmed.

C. TREYVOUX,  
Chairman.

1198

**Petitioner's Exhibit 66.**

Confirmed by All Interested Lines.  
 Confirmed Copies Issued Sept. 16, 1908.  
 ("Awaiting Confirmation" copies were issued Aug.  
 21 and may now be destroyed.)

These proceedings are in full force and effect by all  
 interested Lines.

## AMERICAN ATLANTIC CONFERENCE

## JOINT PROCEEDINGS No. 5

- 1199 Minutes of a Meeting of Heads of Passenger De-  
 partments of Continental and North Atlantic Passen-  
 ger Conference Lines, held at No. 19 Broadway, New  
 York, on Thursday, August 13, 1908 at 2:30 P. M.

## Present:

Mr. H. Doblin, Hamburg-American Line, in the  
 chair.

Mr. C. Vande Stadt, Holland-America Line.

Mr. Hermann Winter, North German Lloyd.

Mr. R. H. Farley, American, Atl. Transport, Do-  
 minion, Leyland, Red Star and White Star Lines.

Mr. W. J. Reilly, Anchor Line.

Mr. G. Falck, Cunard Line.

1200

Mrs. C. Treyvoux, French Line.

Joint Proceedings (No. 4) July 30, 1908, were con-  
 firmed.

49. C. W. Rainke, 3142 Richmond St., Philadelphia  
 (File 499-C).—Alleged that R. E. A. S. S. Co. o. s. t.  
 18315 was purchased in Rainke's office. Deposit of \$5  
 paid March 27, and balance \$29.60 on March 28 to  
 Rainke personally by the purchaser who knows him.  
 Ticket is signed with rubber stamp "I. Herz, General  
 Agent, Philadelphia, Pa."

Rainke denies allegation and refuses to refund for the ticket.

Case under further investigation.

51. J. D. Gross, 1728 S. Broadway, St. Louis, Mo. (File 531-C).—Alleged that Navigazione o. s. t. 11500 good for passage of Frank Jarcinovic, N. Y. to Fiume via Genoa was bought in Gross' office.

Allegation admitted, Passenger "wanted to travel cheap" and Gross procured the ticket for him. Fined \$25.

52. Frank Apathy, 8820 Buckeye Road, Cleveland, O. G. Barbula, 4915 Detroit Ave., Cleveland, O. (File 134-N).—Alleged Cunard o. s. t. 91673/74 were purchased of P. J. Costa, South Sharon, Pa. although signed "Frank Apathy by G. Barbula" and stamped "Romanul Banca Romana, 4915 Detroit Ave., Cleveland, O."

1202

Allegation admitted. Barbula is Apathy's brother-in-law and edits paper "Romanul."

Strong warning.

54. E. Nieman, Newport Ave., cor. Saylor St. Northampton, Pa. (File 533-C).—Alleged transacting business for (3) non-Conference Lines. Allegation admitted. Represents Austro-Americana only. Would like agency all Conference Lines and will drop non-Conference.

1203

Cancelled.

59. Stanley S. Yasik, 566 S. Harrison St. Wilmington, Del. (File 435-C).—Under Cont. Min. 1074 it was agreed that Yasik be continued as agent provided he refunded value R. V. F. o. s. t. 1617 purchased in his office, which he declines to do, advising that Conference should apply for refund from the R. V. F.

*Petitioner's Exhibit 66*

1204

Disqualified if ticket not refunded within seven days.

62. C. Vernon Rettew, 901 North Third St. Harrisburg, Pa. Wm. M. Flynn, 136 S. Front St. Steelton, Pa. (File 441-C).—Fined \$10 each under Cont. Min. 1072. Subsequently developed that Flynn did not represent any Continental Line. Rettew claims not to have received copy of Conference rules.

Flynn's fine cancelled—Rettew's fine stands.

1205

63. Wm. M. Flynn, 136 So. Front St., Steelton, Pa. (File 515-C).—S. Furich reports April 29 that Flynn is selling tickets to Continental points via Genoa—allegation admitted—Flynn advising he had never received copy of rules.

Alleged that on May 8 Navigazione o. s. t. 21976 good for passage of Peter Yost to Fiume was bought in Flynn's office—ticket signed "F. Marsico." Facts admitted—Flynn explaining that he spotted the purchaser and carried out the transaction to find out who was testing his agency.

Fined—value of ticket—\$17.

1206

66. A. Zvingilas, South Boston, Mass.—Evidence presented that he had issued R. V. F. o. s. t. 16721. Cancelled.

68. Thos. Coon, Wharton, N. J. (File 479-C).—Alleged R. V. F. o. s. t. R-23314 was bought in Coon's office. Admits selling and states will represent Conference Lines only in future. Has refunded for test ticket. Fined \$24—value of ticket.

Adjourned.

Confirmed

H. DOBLIN,  
Chairman.

**Petitioner's Exhibit 67.**

1207

Confirmed by All Interested Lines.

Confirmed Copies Issued Oct. 1, 1908.

("Awaiting Confirmation" copies were issued Sept. 9, 1908, and may now be destroyed.)

These proceedings are in full force and effect—By all interested Lines.

**AMERICAN ATLANTIC CONFERENCE****JOINT PROCEEDINGS No. 6**

Minutes of a Meeting of Heads of Passenger Departments of Continental and North Atlantic Passenger Conference Lines, held at No. 19 Broadway, New York, on Thursday, September 3, 1908, at 2 P. M. 1208

Present:

Mr. A. C. H. Nyland, Holland-American Line, in the chair.

Mr. Herman Winter, North German Lloyd.

Mr. S. S. Cortis, Mr. W. W. Jefferies, Mr. R. H. Farley, American, Atlantic Transport, Dominion, Leyland, Red Star and White Star Lines.

Mr. W. J. Reilly, Anchor Line.

Mr. R. L. Walker, Mr. H. H. Kellerman, Mr. C. Falck, Cunard Line.

Mr. A. T. Henderson, French Line.

Mr. Emil Lederer, Hamburg-American Line. 1209

70. A. E. Johnson & Co., N. Y.—In view of the established principle that the general representatives of Conference Lines shall not act as booking agents for any other Line, A. E. Johnson & Co., New York (General Passenger Agents, Russian-American Line) have voluntarily resigned from the lists of persons eligible for employment as agents in New York City and Vicinity.

80. Stowe S. S. Agency, McKees Rocks, Pa. (File 476-C).—Alleged Lloyd N. Y. o. s. t. Q-149304 was

*Petitioner's Exhibit 67*

1210

bought in Stowe Agency office at cut of 50 cents. Admitted purchaser was given 50 cents for charity and he afterwards bought ticket.

Fined \$10.

81. A. Goozel & Co. Grant St., Pittsburg, Pa. (File 475-C).—Alleged Hamburg Line o. s. t. 278817 was bought in Goozel's office at cut of \$1.50. Goozel & Co. admit giving purchaser \$1.50 for charity. Fined \$10.

1211

83. East Pittsburg National Bank, Wilmerding, Pa. (File 473-C).—Alleged Holland Line o. s. t. A-11354 sold by the Bank at cut of 60 cents. Manager Foreign Dept. of the Bank admits he made the purchaser a "personal contribution" owing to his appeal for charity.

Fined \$10.

84. S. Fishgrund, Wilmerding, Pa. (File 472-C).—Purchaser of Holland o. s. t. A-21009 makes affidavit he "believes" that this ticket was sold by Fischgrund at cut of \$1.

Allegation denied. Dismissed—owing to lack and conflict of evidence.

1212

85. Akers & Folkman, 28 Public Sq., Cleveland, O. (File 471-C).—Alleged these agents offered to divide commission with Cabin passenger.

Allegation denied.

Dismissed. Conflict of evidence.

86. The D. Rosenberg Co., McKeesport, Pa. (File 126-N).—Alleged American Line N. Y. o. s. t. D-80261 sold by these agents at cut of \$2. Admit gave purchaser \$2.40 on account of his plea for charity. Fined \$10.

87. Samuel Glick, Clairton, Pa. (File 125-N).—Alleged White Star o. s. t. D-21476 sold by Glick at

*Petitioner's Exhibit 68*

1213

cut of 90 cents. Admits that he "donated" 90 cents on account of plea for charity.

Fined \$10.

Adjourned.

Confirmed.

A. C. H. NYLAND,  
Chairman.

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**Petitioner's Exhibit 68.**

These Minutes contain no recommendations.

1214

AMERICAN ATLANTIC CONFERENCE

JOINT PROCEEDINGS No. 7

Minutes of a Meeting of Heads of Passenger Departments of Continental and North Atlantic passenger Conference Lines, held at No. 19 Broadway, New York, on Thursday, September 17, 1908, at 2:30 P. M.

Present:

Mr. Hermann Winter, North German Lloyd, in the chair.

1215

Mr. Max Strauss, Russian-American Line.

Mr. S. S. Cortis, Mr. W. W. Jefferies, Mr. R. H. Farley, American, Atlantic Transport, Dominion, Leyland, Red Star and White Star Lines.

Mr. W. J. Reilly, Anchor Line.

Mr. R. L. Walker, Cunard Line.

Mr. H. H. Kellerman, Cunard Line.

Mr. C. Treyouvix, French Line.

Mr. A. T. Henderson, French Line.

Mr. Emil Lederer, Hamburg-American Line.

Mr. A. C. H. Nyland, Holland-America Line.



1216

*Petitioner's Exhibit 69*

92. Russian-American Line.—This line joined Continental Conference on September 1, 1908.

Resolved that Russian-American Line be admitted as a participant in American Atlantic Conference Work, for third class business.

Adjourned.

Confirmed.

HERMANN WINTER,  
Chairman.

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1217

**Petitioner's Exhibit 69.**

Confirmed by All Interested Lines.

Confirmed Copies Issued Jan. 16, 1909.

("Awaiting Confirmation" copies were issued Oct. 12, 1908, and may now be destroyed.)

These proceedings are in full force and effect—By all interested lines.

## AMERICAN ATLANTIC CONFERENCE

## JOINT PROCEEDINGS NO. 8

1218

Minutes of a Meeting of Heads of Passenger Departments of Continental and North Atlantic Passenger Conference Lines, held at No. 19 Broadway, New York, on Thursday, October 15, 1908, at 11 A. M.

Present:

Mr. Hermann Winter, North German Lloyd, in the chair.

Mr. Max Straus, Russian-American Line.

Mr. A. S. Anderson, Mr. R. H. Farley, American, Atlantic Transport, Dominion, Leyland, Red Star and White Star Lines.

Mr. W. J. Reilly, Anchor Line.  
 Mr. Charles H. Phelps, Jr., Austro-Americana.  
 Mr. R. L. Walker, Cunard Line.  
 Mr. G. Falck, Cunard Line.\*  
 Mr. A. T. Henderson, French Line.  
 Mr. Emil Lederer, Hamburg-American Line.  
 Mr. A. C. H. Nyland, Holland-America Line.

99. E. McGrade, Main St. Kansas City, Mo. (File 4-A).—Alleged and admitted he sold two prepaid tickets of R. E. A. Co. July 21, 1908. He claimed that practically all agents in Kansas City were handling tickets of that Co. which he had now returned.

1220

To be advised that his action constituted a violation of rules as that Co. was not a member of Conference at the time, and to be warned that the Rules must be observed.

109. Chicago American Atlantic Conference Proceedings.—Minutes of meeting (2) Aug. 25 and (3) Sept. 15, 1908, duly received and are approved; but a proposition to increase the number of agents in Chicago from 95 to 100 is specially noted and attention to be called to the intent of the Lines to reduce agencies and curtail expenses as far as possible—also to provide equitable conditions for C. P. R. when that Company shall participate in Chicago work.

1221

110. Eastbound Through Booking of Third Class Passengers—(Min. 30)—It was reported that negotiations with Central Passenger Association Railroads during the past summer resulted in a joint Meeting in New York on October 2 and subsequent preparation of a draft understanding, which will be dealt with at a further joint Meeting in New York October 22.

Intention is to secure co-operation of all railroads desiring to do so, to embrace as large an extent of territory as possible.

1222

*Petitioner's Exhibit 70*

Special set of documents are maintained on subject and Special Committee acting for the U. S. port Lines, who have approved the draft understanding.

Its effectiveness is contingent on development of understanding with Trunk Lines on Westbound business.

111. Westbound Through Booking of Third Class Passengers—Understanding with Western Passenger Association and Southern Pacific—Proposal to extend to include Trunk Lines.

1223 Probable that as soon as Eastbound understanding ratified Trunk Lines will act on Westbound matter.

Adjourned

Confirmed,

HERMAN WINTER,

Chairman.

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**Petitioner's Exhibit 70.**

Confirmed by All Interested Lines.

Confirmed Copies Issued April 5, 1909.

("Awaiting confirmation" copies were issued March 19, 1909 and may now be destroyed.)

These proceedings are in full force and effect by all interested Lines.

1224

AMERICAN ATLANTIC CONFERENCE

JOINT PROCEEDINGS No. 9.

Minutes of a Meeting of Heads of Passenger Departments of Continental and North Atlantic Passenger Conference Lines, held at No. 19 Broadway, New York, on Thursday, November 19, 1908, at 2:30 P. M.

Present:

Mr. Max Straus, Russian-American Line, in the chair.

Mr. S. S. Cortis, Mr. R. H. Farley, American, Atlantic Transport, Dominion, Leyland, Red Star and White Star Lines

Mr. W. J. Reilly, Anchor Line.

Mr. Charles H. Phelps, Jr., Austro-Americana.

Mr. G. Falck, Cunard Line.

Mr. A. T. Henderson, French Line.

Mr. Emil Lederer, Hamburg-American Line

Mr. A. C. H. Nyland, Holland-America Line

Mr. Hermann Winter, North German Lloyd.

113. Canadian Pacific Railway—Atlantic Steamship Lines.—Formally became members North Atlantic Passenger Conference November 9, 1908, carrying with it participation in A. A. C. work. 1226

118. "Control of Agents." Recommendations under A. A. C. Min. 9 were duly confirmed by the General Managers for the guidance of the travellers of the Lines when visiting agents.

These are re-affirmed—and it is also provided that the travellers shall give to booking agents in territory affected full explanation of the recently completed understanding with Central Passenger Association for Eastbound commercial rail allowance.

121. San Francisco Committee )

American Atlantic Conference )

1227

Organization meeting (No. 1) September 10, 1908.

Minutes presented and confirmed except S. F. Min. 3.

S. F. Meeting No. 2 held September 25, 1908 confirmed, but effectiveness of Min. 3 and 4 thereof of necessity *deferred*.

Adjourned.

Confirmed.  
MAX STRAUS,  
Chairman.

1228

**Petitioner's Exhibit 71.**

Confirmed by All Interested Lines,  
Confirmed Copies Issued Apr. 6, 1909.  
("Awaiting Confirmation" copies were issued Jan. 11,  
1909, and may now be destroyed.)

These proceedings are in full force and effect.

**AMERICAN ATLANTIC CONFERENCE.****JOINT PROCEEDINGS NO. 10**

1229

Minutes of a Meeting of Heads of Passenger Departments of Continental and North Atlantic Passenger Conference Lines, held at No. 19 Broadway, New York, on Thursday, January 7, 1909, at 2:30 P. M.

Present:

- Mr. S. S. Cortis )  
Mr. R. H. Farley ) American, Atlantic Transport,  
Leyland, Red Star, White Star Lines.  
Mr. W. J. Reilly, Anchor Line.  
Mr. C. H. Phelps, Jr., Austro-Americana.  
Mr. R. L. Walker )  
Mr. H. H. Kellerman ) Cunard Line.  
Mr. G. Falck  
Mr. A. T. Henderson, French Line.  
1230 Mr. Emil Lederer, Hamburg-American Line.  
Mr. A. C. H. Nyland, Holland-America Line  
Mr. C. Vande Stadt, Holland-America Line.  
Mr. Hermann Winter, North German Lloyd.  
Mr. Max Straus, Russian-American Line.  
Mr. A. E. Johnson, Russian-American and Scandi-  
navian-American Lines.  
Mr. R. F. MacFarlane, Dominion Line.  
Mr. Cortis in the Chair.  
128. Chicago Proceedings—  
American Atlantic Conference.

*Petitioner's Exhibit 72*

1231

Minutes of meetings in Chicago on Nov. 24 (No. 5), Dec. 8, (No. 6), Dec. 11 (No. 7), Dec. 22 (No. 8) and Dec. 29, No. (9) were presented for action, and read. They are in all parts confirmed, *except Chicago Minute 21*—Marcovich to also refund test order (Zotti 24315) in case against him.

Chicago Minutes 29-35—Osuchowski—case to be further investigated, tickets traced—indications being that he is as deeply involved as any other person in the matter.

Chicago Minutes 30-36—Heyman—penalty recommended is confirmed; but if Heyman pays, is reinstated and then resigns, it shall be refunded.

1232

Chicago Minute 31—Matters of this character not pertaining to a subject before Chicago Committee, should accordingly be expunged from record.

Adjourned.

Confirmed.

S. S. CORTIS,  
Chairman.

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**Petitioner's Exhibit 72.**

Confirmed by All Interested Lines.

Confirmed Copies Issued May 28, 1909.

(Awaiting Confirmation" copies were issued March 19, 1909, and may now be destroyed.)

1233

These proceedings are in full force and effect.

AMERICAN ATLANTIC CONFERENCE.

JOINT PROCEEDINGS NO. 11

Minutes of a Meeting of Heads of Passenger Departments of Continental and North Atlantic Passen-

*Petitioner's Exhibit 72*

1234

ger Conference Lines, held at No. 19 Broadway, New York, on Thursday, March 19, 1909, at 3 o'clock P. M.

Present:

Mr. W. J. Reilly, Anchor Line.

Mr. R. L. Walker, )

Mr. H. H. Kellerman ) Cunard Line.

Mr. A. T. Henderson, French Line.

Mr. Emil Lederer, Hamburg-America Line.

Mr. A. C. H. Nyland, Holland-America Line.

1235 Mr. A. E. Johnson, Russian-American Line, Scandi-  
navian-American Line

Mr. S. S. Cortis )

Mr. R. H. Farley ) American, Atlantic, Trans-  
port, Dominion, Red Star and White Star Lines.

Mr. Reilly in the chair.

Minutes of meeting (No. 10) January 7, 1909 were read, and with certain designated alterations, confirmed.

1236 134. Southern Pacific Rail Orders, in connection with Westbound Prepaid Third Class Ocean Tickets—Regulation of payment of rail commercial allowance to booking agents and to General Passenger Agents on Pacific Coast and elsewhere in connection with Westbound Third Class Inland Forwarding—These matters dealt with in General Railroad Agreement between Steamship Lines and W. P. A. and Southern Pacific 1897 (as amended 1905) Draft of communication to the Passenger Lines February 23 with preliminary draft of letter to Mr. Fee, Southern Pacific Co., San Francisco, were read.

Copies to be handed to the several Lines for examination, and subject to be discussed at an early meeting with respect to joint Steamship policy to be adopted.

And in connection with Section 5 of Article III of the said agreement which reads:

"The party of the first part will undertake to secure and make effective a schedule of commissions to be paid to booking agents which shall be uniform through all Atlantic and Gulf Ports"—

all Lines to investigate their current practice throughout the United States and Canada, to the end that the present rail commercial allowance of 10% with maximum of \$4 on Westbound third class inland forwarding to points in the United States and Canada shall be apportioned as follows:

1238

2½% (1/4 maximum) reserved by the Steamship Lines' Seaboard offices,

2½% (1/4 maximum) to be granted to General Passenger Agents and Lines' own offices at G. P. A. points.

5% (1/2 maximum) to be granted to Booking Agents.

136. "Associations" of Steamship Agents—

Rhode Island—

Detroit—

Western Pennsylvania—Lines and Conferences do not officially recognize associations of agents. Communications from two of the Associations mentioned are on the docket and are to be replied to by Secretary to the signers of those communications as individuals—calling attention to the regular Conference rules for the guidance of booking agents in all their features, which include the necessity of reports by agents to Conference of any violations of rules on the part of others that may come to their knowledge, with the evidence thereof.

1239

Adjourned.

Confirmed.

W. J. REILLY,  
Chairman.



1240

**Petitioner's Exhibit 73.**

Confirmed by all Interested Lines.

Confirmed Copies Issued April 12, 1909.

("Awaiting Confirmation" copies were issued Apr. 2, 1909, and may now be destroyed.)

These proceedings are in full force and effect.

AMERICAN ATLANTIC CONFERENCE.

JOINT PROCEEDINGS NO. 12.

- 1241 Minutes of a Meeting of Heads of Passenger Departments of Continental and North Atlantic Passenger Conference Lines, held at No. 17 State St., New York on Friday, April 2, 1909, at 11:30 o'clock, A. M.

Present:

Mr. Charles H. Phelps, Jr., Austro-Americana, in the chair.

Mr. R. L. Walker, Cunard Line.

Mr. H. H. Kellerman, Cunard Line.

Mr. Emil Lederer, Hamburg-America Line.

Mr. E. Vlierboom, Holland-American Line.

Mr. Hermann Winter, North German Lloyd.

Mr. Max Straus, Russian-American Line.

Mr. A. E. Johnson, Scandinavian-American Line.

- 1242 Mr. S. S. Cortis, American Atlantic Transport, Dominion, Leyland.

Mr. R. H. Farley, Red Star and White Star Lines.

Mr. W. J. Reilly, Anchor Line.

138. H. Claussenius & Co., Chicago.—Referring to Chicago A. A. C. Meetings (No. 13) held March 2 and (No. 14) March 16, 1909, these proceedings deal with complaints alleging violation of Conference rules.

Resolved, that these complaints do not involve North German Lloyd at all—that instead they are com-

*Petitioner's Exhibit 73*

1243

plaints against H. Claussenius & Co. (Who are W. G. P. A. of North German Lloyd).

The evidence received and the voluminous digest thereof appearing in these Chicago proceedings require no reference here to particulars.

Resolved, that the evidence and admissions of H. Claussenius & Co. presented, show gross carelessness and lack of appreciation on part of H. Claussenius & Co. of the responsibilities of the position of a General Passenger Agent of a Conference Line, for which no excuse can be accepted, and

Resolved, that for the gross violation of Conference rules involved, a fine of Five hundred (\$500) dollars be and is hereby imposed upon H. Claussenius & Co., for their dealings with the dummy "Belinski" and Zinner, Bock & Co.—Further

1244

Resolved, that "Bellinski" and Zinner, Bock & Co. are declared permanently ineligible for employment as Steamship Agents.

Adjourned.

Confirmed.

CHARLES H. PHELPS, JR.,  
Chairman.

**Petitioner's Exhibit 74.**

1245

Confirmed by all Interested Lines.

Confirmed Copies Issued May 28, 1909.

("Awaiting Confirmation" copies were issued April 19, 1909, and may now be destroyed.)

These proceedings are in full force and effect.

AMERICAN ATLANTIC CONFERENCE.

JOINT PROCEEDINGS No. 13.

Minutes of a Meeting of Heads of Passenger Departments of Continental and North Atlantic Passen-

1246

*Petitioner's Exhibit 73*

ger Conference Lines, held at No. 17 State St., New York, on Thursday, April 15, 1909, at 2:30 o'clock P. M.

Present:

- Mr. R. L. Walker, Cunard Line.
- Mr. H. H. Kellerman, Cunard Line.
- Mr. Emil Lederer, Hamburg-American Line.
- Mr. A. C. H. Nyland, Holland-America Line.
- Mr. Hermann Winter, North German Lloyd.
- Mr. Max Straus, Russian-American Line.
- 1247 Mr. A. E. Johnson, Scandinavian-American Line.
- Mr. S. S. Cortis, American, Atlantic Transport, Leyland, Red Star.
- Mr. R. H. Farley, Dominion and White Star Lines.
- Mr. W. J. Reilly, Anchor Line.
- Mr. Walker in the chair.

139. Regulation of Payment of Rail Commercial Allowance to Booking Agents and to General Passenger Agents on Pacific Coast and elsewhere, in connection with westbound third class inland forwarding—Referring to Min. 134, action was postponed until next meeting, to enable the Lines to receive report from Mr. Hartfield, who will shortly return from the Pacific Coast.

1248

Whereas, in certain U. S. and Canadian territory, conditions have arisen calling for payment to booking agents of the gross Westbound Rail Commercial Allowance received from the railroads, it was

Resolved, that the principle of a commercial rail allowance payment on westbound business to booking agents of 5%, maximum \$2, be extended to all territory in the United States and Canada, on a date to be fixed, and subject to concurrence and co-operation of Mediterranean Conference and Canadian Lines.

*Petitioner's Exhibit 74*

1249

140. Conference Circulars to Agents.—Special C. C. & N. A. P. C. Joint Circular dated "February, 1909, issued at that time, repeating for agents' information the text of Agents' Rule 9.

143. Agencies—Salvation Army, New York Headquarters.—Application for agency for second and third class "Army business" declined.

Kassner & Brunne, New York.—Added to eligible C. C. & N. A. P. C. Lists. (Made \$250 deposit May 18, 1909, with Continental Conference.)

Adjourned.

Confirmed.

R. L. WALKER,

Chairman.

1250

Montreal

Portland

Quebec

Boston

February, 1909.

New York

Philadelphia

Baltimore

To our Agents:

Attention of our agents is called to the long standing rule of the Lines, which reads:

1251

"Agents are prohibited from booking passengers for any steamer except those of the Lines, members of the Continental, the Mediterranean and the North-Atlantic Passenger Conferences, unless Conference gives express permission in writing. Agents are prohibited from selling passage tickets under false representations as to the Line or the route by which the passenger is to be transported."

Agents are advised that the undersigned comprise the full list of members of

1252

*Petitioner's Exhibit 75*

## The Continental Conference:

Austro-Americana.  
 Cunard Line.  
 French Line.  
 Hamburg-American Line.  
 Holland-America Line.  
 North German Lloyd.  
 Red Star Line.  
 Russian-American Line.

## The North-Atlantic Passenger Conference:

1253

Allan Line.  
 American Line.  
 Anchor Line.  
 Canadian Pacific Railway.  
 Atlantic Steamship Lines.  
 Cunard Line.  
 Donaldson Line.  
 Scandinavian-American Line.  
 White Star Line.  
 White Star-Dominion Line.

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**Petitioners' Exhibit 75.**

1254

Confirmed by all Interested Lines.  
 Confirmed Copies Issued June 21, 1909.  
 ("Awaiting Confirmation" copies were issued June 7,  
 1909, and may now be destroyed.)

These proceedings are in full force and effect.

## AMERICAN ATLANTIC CONFERENCE.

## JOINT PROCEEDINGS NO. 14.

Minutes of a Meeting of Heads of Passenger De-  
 partments of Continental and North Atlantic Passen-

*Petitioner's Exhibit 76*

1255

ger Conference Lines, held at No. 17 State Street,  
New York, on Thursday, June 3, 1909, at 2:30 P. M.

Present:

Mr. R. H. Farley, American, Atlantic Transport,  
Dominion, Leyland, Red Star and White Star Lines.

Mr. W. J. Reilly, Anchor Line.

Mr. C. H. Phelps, Jr., Austro-Americana.

Mr. R. L. Walker,

Mr. H. H. Kellerman, } Cunard Line,

Mr. A. T. Henderson, } French Line.

Mr. H. Doblin, Hamburg-American Line.

Mr. A. C. H. Nyland, Holland-America Line.

1256

Mr. Hermann Winter, North German Lloyd.

Mr. Max Straus, Russian-American Line and Scan-  
dinavian-American Line.

Mr. Doblin in the chair.

167. B. H. Lichman, 8 Church St., Amsterdam,  
N. Y. (File 31-A).—Alleged in sale of Red Star  
p. s. t. 35.605 and Cunard p. s. t. 7466 cut of \$1 each  
made. Allegations denied, but in weak and inconclu-  
sive fashion. As there are two transactions, nominal  
fine of \$25 imposed.

Adjourned.

Confirmed.

H. DOBLIN,

Chairman.

1257

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**Petitioner's Exhibit 76.**

"Awaiting Confirmation" of the General Managers of  
all Interested Lines.

AMERICAN ATLANTIC CONFERENCE.

JOINT PROCEEDINGS NO. 16.

Minutes of a General Meeting of Continental and  
North Atlantic Passenger Conference Lines held at

*Petitioner's Exhibit 76*

1258

No. 17 State Street, on Tuesday, November 9, 1909,  
at 11 A. M.

Present:

Mr. George Hannah, Allan Line.

Mr. W. W. Jefferies, } American, Atlantic Transport,  
Mr. R. H. Farley, } Dominion, Leyland, Red and  
Mr. A. S. Anderson, } White Star Lines.

Mr. W. J. Reilly, Anchor Line.

Mr. Chas H. Phelps, Jr., Austro-Americana.

Mr. W. G. Annable, Canadian Pacific Atlantic S. S.  
Lines.

1259 Mr. R. L. Walker, }  
Mr. H. H. Kellerman, } Cunard Line.

Mr. R. F. Macfarlane, Dominion and White Star-  
Dominion Lines.

Mr. C. Treyvoux, French Line.

Mr. Emil Lederer, Hamburg-American Line.

Mr. A. C. H. Nyland, Holland-America Line.

Mr. Herman Winter, Mr. E. Salzer, North German  
Lloyd.

Mr. Max Straus, Russian-American Line.

Mr. A. E. Johnson, Scandinavian-American Line.

Mr. A. C. H. Nyland in the chair.

1260 184. East and Westbound Rail Commercial allow-  
ances in all United States and Canada for inland book-  
ings in connection with bookings of prepaid and East-  
bound Trans-Atlantic Passengers of all classes—where  
such is granted by inland carriers.—

All interested Steamship Lines at United States and  
Canadian Ports hereby concur and agree in the princi-  
ple that for such inland bookings to or from interior  
points (where inland commercial allowance is avail-  
able at any time) that

One-half (with  $\frac{1}{2}$  maximum) and no more, of such  
inland commercial allowances shall be granted to,

and may be deducted from remittances of, sub-agents of Steamship Lines, on their conforming to requirements of through booking on Steamship Lines' own inland orders or endorsement on ocean tickets for pre-paid (Westbound) business, and the use of Steamship Lines' inland voucher coupons for Eastbound business. This definite agreement and undertaking in respect to East and Westbound rail commercial allowances as to all United States and Canada and disposal thereof (also any other agreements that may in future be made regarding such inland rail business or in connection therewith) is binding and is an obligation on all participating Steamship Lines. It shall be referred at once to Europe with request that it be made a by-law of any arrangements in Europe.

1262

This agreement to take effect Jan. 1, 1910, by individual action as necessary.

Canadian Pacific voted "Aye" subject to approval, as to C. P. R. rail orders only.

(Min. 134, 139.)

Note: Mediterranean Conference Lines will undoubtedly ratify this action simultaneously.

Following was taken under advisement, with action deferred—That the principal seaboard office of each Line and Service in settling accounts in full with designated inland carriers' officials, shall retain the remaining one-half ( $1/2$  maximum) inland commercial allowance, as their reimbursement for the control, responsibility and labor involved in this system—with the reservation that General Passenger Agents at G. P. A. points who are employed on a commission basis may receive not more than one-quarter ( $1/4$  maximum) on business done direct by or through sub-agents reporting to them. This phase of the subject is meanwhile left to the option of each Line and Service,

1263



provided the definite agreement regarding sub-agents be not altered directly or indirectly.

185. "Westbound Immigrant Inland Forwarding" (U. S. Port Business). — Arrangements 1897 (amended 1905) between Western Passenger Association, Southern Pacific Company and U. S. Port Steamship Lines are in charge of a special committee (which maintains a regular series of committee reports). Committee will meet interested railroads 10 and 11 Nov., 1909, for revision of this long standing basis.

1265 Amount of inland commercial allowance to be granted sub-agents by both Canadian and U. S. Port Steamship Lines is made uniform under the agreement recorded in Min. 184.

186. "Eastbound Steamship Passenger Traffic" "Central Territory".—Current arrangements operative since Nov., 1908, between Central Passenger Association and Canadian Pacific and all Canadian and U. S. Port Steamship Lines are continuing satisfactorily.

"Western Territory".—Negotiations now pending for extension of the same basis from Pacific Coast east, and covering all interested railroads.

1266 "Southeastern Territory".—This will be taken up subsequently.

"Southwestern Territory".—This will be taken up subsequently.

These arrangements as now existing and under contemplation are dealt with for U. S. Port Lines through a special committee maintaining a regular series of reports, and conferring with committee of Canadian Steamship Lines on matters of common interest. The arrangements cover Eastbound ocean passengers traveling second-class rail (except from points

where second-class rail rates do not exist they cover first-class rail via all U. S. and Canadian North-Atlantic Port).

Page 3.

Awaiting Confirmation A. A. C. Meeting (16)  
Nov. 9, 1909.—

187. Southern Pacific Rail Orders, in connection with prepaid (Westbound third class ocean tickets—regulation of payment of rail commercial allowance to booking agents.—Referring to Min. 134 and 139, special joint circular dated "July, 1909" of all U. S. Port and Canadian Lines was issued, declaring effective July 1, 5% (\$2 maximum) rail commercial allowance to agents on Immigrant Westbound rail in connection with prepaid ocean business for California, Oregon and Washington—Southern Pacific acquiescing and taking similar action simultaneously.

1268

188. Trunk Line Association—Absence of Arrangements Regarding Westbound Passenger Traffic (Min. 110, 111).—Special Westbound Committee of U. S. Port Lines was requested and authorized by those Lines to enter into negotiations with Trunk Line Association and to establish and maintain a separate series of reports in respect thereto.

1269

189. Conference Rules for Agents.—These were taken up, but discussion not completed. The rule regarding prompt payment for passage tickets, etc. was amended to read as follows:

"The actual amount received for passage money must always appear on the passage contract or ticket, which must also bear the actual date of issue and place of sale. Advices of all sales must be sent to the General Agents *promptly* accompanied by remittance. Failure to do so shall upon complaint of any one Line, be cause for cancellation by all Lines."

1270

*Petitioner's Exhibit 77*

It was arranged that Secretary will print, for use of any Line desiring it, supplies of a special Conference circular promulgating this amended rule.

Adjourned.

Confirmed.

CHAIRMAN.

**Petitioner's Exhibit 77.**

Meeting No. 151.

Issued May 4, 1908—Confirmed by the General Managers.

1271

STANDING COMPLAINT COMMITTEE.

THE CONTINENTAL CONFERENCE.

Minutes of a Meeting of standing Complaint Committee of the Continental Conference held at No. 19 Broadway, New York, on Thursday, October 17, 1907, at 3 P. M.

Present:

Mr. C. H. Phelps, Jr., Austro-Americana, in the chair.

1272

Mr. C. Treyvoux, French Line.

Mr. Emil Lederer, Hamburg-American Line.

Mr. A. C. H. Nyland, Holland-America Line.

Mr. Hermann Winter, North German Lloyd.

Mr. R. H. Farley, Red Star Line.

Absent:

Cunard Line.

1064. John Berg, Egypt, Pa.—Reported to be openly selling tickets of Russian Volunteer Fleet.

*Petitioner's Exhibit 78*

1273

*Agreed*, that opportunity to be given him to choose definitely between Conference and non-Conference Lines with prompt reply.

Adjourned.

Confirmed.

CHARLES H. PHELPS, JR.,

Chairman.

Copies "Awaiting Confirmation" issued Oct. 18, 1907—Confirmed May 4, 1908.

**Petitioner's Exhibit 78.**

1274

Meeting No. 151.

Issued May 4, 1908.—Confirmed by the General Managers.

## STANDING COMPLAINT COMMITTEE.

## THE CONTINENTAL CONFERENCE.

Minutes of a Meeting of Standing Complaint Committee of the Continental Conference held at No. 19 Broadway, New York, on Thursday, October 17, 1907, at 3 P. M.

Present:

1275

Mr. C. H. Phelps, Jr., Austro-Americana, in the chair.

Mr. C. Treyvoux, French Line.

Mr. Emil Lederer, Hamburg-American Line.

Mr. A. C. H. Nyland, Holland-American Line.

Mr. Hermann Winter, North German Lloyd.

Mr. R. H. Farley, Red Star Line.

Absent—Cunard Line.

1053. Union Savings Bank, Pittsburg, Pa. (File 431)—Russian Volunteer Fleet o. s. t. 16243 issued

1276

*Petitioner's Exhibit 78*

by this bank and fact of this issue admitted by the bank. Claim that this was due to error of judgment on their part and lack of knowledge that Russian Volunteer Fleet was not a member of Conference. Stated October 8, 1907, that tickets of Russian Volunteer Fleet had been returned.

Union Savings Bank have refunded the value of the ticket.

Agreed, that Union Savings Bank, Pittsburg, be fined \$25 for violation of rules.

(Note—fine paid Oct. 30).

1277

1054. Henry Muller, Philadelphia—(File 433)—Russian Volunteer Fleet o. s. t. R 3352—This ticket, signed by Muller himself, presented as evidence of violation of rules.

Agreed, that Muller be fined \$25 and required to refund ticket.

(Note—Fine paid Oct. 19).

1059. Norton & Ruskovitz, Vanderbilt, Pa. )

First National Bank, Connellsville, Pa.) (File 430). Russian Volunteer o. s. t. R 13822, issued September 10, 1907, presented.

This is signed by First National Bank, but receipt covering its issue and payment therefor is in evidence, signed by Norton & Ruskovitz.

1278

Agreed, that each of these agents be fined \$25 for violation of rules, and that Norton & Ruskovitz be required to refund the ticket.

(Note—Fines paid Oct. 29 and ticket refunded.)

Adjourned.

Confirmed.

CHARLES H. PHELPS, JR.,  
Chairman.

Copies "Awaiting Confirmation" issued Oct. 18,  
1907—Confirmed May 4, 1908.

**Petitioner's Exhibit 79.**

1279

Meeting No. 152.

Issued May 4, Confirmed by the General Managers except as to Min. 1080 and 1081 by Cunard, Lloyd Baltimore and Red Star.

STANDING COMPLAINT COMMITTEE,

THE CONTINENTAL CONFERENCE.

Minutes of a meeting of Standing Complaint Committee of the Continental Conference held at No. 19 Broadway, New York, on Tuesday, January 21, 1908, at 2:30 P. M.

1280

Present:

Mr. Emil Lederer, Hamburg-American Line, in the chair.

Mr. A. C. H. Nyland, Holland-American Line.

Mr. E. Wortmann, North German Lloyd.

Mr. Richard H. Farley, Red Star Line.

Mr. Charles H. Pelphs, Jr., Austro-Americana.

Mr. C. Treyvoux, French Line.

Absent—Cunard Line.

1074. Stanley S. Yasik, Wilmington, Del. (File 435.) Russian Volunteer o. s. t. 1617. Evidence presented and admitted by Yasik that he was doing business in his regular place of appointment as Conference agent for non-Conference Line. Expressed willingness to discontinue.

1281

Recommended, that Yasik be continued as an agent of Conference Lines provided he refund the value of the ticket in evidence.

1075. S. Mack, Elizabeth, N. J. (File 429). Complaint of sale of non-Conference Line tickets and overcharging and in another case of giving credit Rus-

1282

*Petitioner's Exhibit 80*

sian Volunteer o. s. t. R. 3102 Hamburg Line s. p. t. 247385. There is no question of the facts.

Recommended, that Mack be fined \$50, given option of representing Conference or non-Conference Lines, and refunding overcharge.

1076. John G. Heintz, Terre Haute, Ind. Found to have sold Russian East Asiatic o. s. t. 5367. Admits, but claims through ignorance of his representative who transacted the business.

Recommended, that he be given the option of representing Conference or non-Conference Lines.

1283

1083. A. G. Kail, Uniontown, Pa. (File 422). This man was restored as agent on condition that he apply to Conference and on surrender forthwith of the agency of any non-Conference Line or of any Line antagonistic to any of the Conference Lines. This was subsequently arranged and Kail was declared re-eligible for employment under date of January 1, 1908. He refunded outstanding Russian Volunteer Fleet ticket.

Adjourned.

Confirmed.

EMIL LEDERER,

Chairman.

Copies "Awaiting Confirmation," issued Jan. 22.  
Confirmed March 18, 1908.

1284

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**Petitioner's Exhibit 80.**

Awaiting Confirmation.

THE CONTINENTAL CONFERENCE

THIRD SERIES No. 174.

Minutes of a General Meeting of the Continental Conference, held at No. 19 Broadway, New York, on Thursday, September 3, 1908, at 4 P. M.

Present:

Mr. A. C. H. Nyland, Holland-America Line in the chair.

Mr. Hermann Winter, North German Lloyd.

Mr. R. H. Farley, Red Star Line.

Mr. W. J. Reilly, Anchor Line.

Mr. R. L. Walker, Cunard Line.

Mr. H. H. Kellerman, Cunard Line.

Mr. G. Falck, Cunard Line.

Mr. A. T. Henderson, French Line.

Mr. Emil Lederer, Hamburg-American Line and

Mr. Max Straus, Russian-American Line.

1286

1319. Russian-American Line (R. E. A. S/S. Co.)—Application dated August 30, 1908, received from Messrs. A. E. Johnson & Co., General Passenger agents for membership of Russian-American Line in Continental Conference.

Informal acceptance thereof by the members of Conference on Sept. 1, 1908, was, on motion, unanimously ratified.

1320. Conference Circular No. 21, dated Aug. 31, 1908, advising agents that the Russian-American Line is a member of Conference was also ratified and confirmed.

1287

1321. Conference Rules. Eligible Agents, New York City and Vicinity.—In reply to questions, Russian-American Line stated that they were acquainted with the rules and it was understood that any points which they desired to make should be presented by them to secretary as they may arise.

Russian-American Line nominated the following persons for inclusion in the eligible list of agents in New York City and vicinity.

Nicholas J. Borisoff, 219 East 23rd St., New York City.



1288

*Petitioner's Exhibit 81*

F. Ulrich, 1261 Park Ave., New York City.  
Eisenberg & Mindel, 186 Rivington St., New York City.

I. Herz, 2 Carlisle St., New York City.

A. Paszek, 30 South Orange St., Newark, N. J.

On motion, they were each declared eligible, on their compliance with the rules and on making individual \$250 cash deposits.

Adjourned.

Confirmed.

A. C. H. NYLAND,

Chairman.

1289

**Petitioner's Exhibit 81.**

HOLLAND-AMERIKA LINE.

Rotterdam, May 29th, 1906.

Private No. 729.

Holland-America Line,  
New York.

Gentlemen:

Your private No. 986.

1290

We have noted with interest the letter of the Railroad Committee to the Bureau of the Western Rail Lines particularly the part of it which refers to Peter McDonnell.

Your private No. 987.

We are aware that owing to the low cash rates, the B. L. have been quoting of late a not inconsiderable number of Dutch 3rd class passengers went by B. L. We may add that we had a meeting at Cologne on the 25th instant with some of the B. L. with the result that very likely the old Continental Agreement of 1898, will be restored before long with some modifica-

*Petitioner's Exhibit 82*

1291

tions however. For instance the B. L. share will be increased to 7.8% without Cunard, which line for the present will not be a party to the agreement. On the other hand clauses will be inserted in the new agreement so as to stop the practice of booking Continental passengers via Hango, Esbjerg, etc., without accounting for them in the pool.

Your private No. 990.

We have noted the appointment of Captain Melville as general agent for all classes of business at Toronto.

Yours very truly,  
HOLLAND-AMERICAN LINE.

1292

**Petitioner's Exhibit 82.**

April 22nd, 1909.

Mr. Sanford,  
New York, N. Y.

Dear Sir:

During today's conference meeting we were charged with employing Mediterranean Agents who are not conference agents, and an affidavit was introduced stating that our ticket had been seen as late as April 14th inst. in the hands of Furno & Nasi, and Faraco & Co.

1293

The matter has been referred to the N. Y. Conference, and in order to enable you to properly present our side of the case, we want to state that we have acted in perfect good faith, and we do not believe that we have infringed on the spirit of Conference.

During the fight when Conference was suspended, we, just like all other western agts. placed blanks wherever we saw a chance for business; but when Conference was re-established and a certain list of

1294

*Petitioner's Exhibit 82*

Chgo City Agents was agreed upon by the Chgo Conference we demanded the return of Lloyd Sabaudo blanks from all parties who were not on the Conference list of Chgo City. Our demands were complied with in every instance excepting by Messrs. Furno & Nasi, and Faraco & Co. We repeatedly sent our representative to both of these parties to recover our blanks, and also wrote them in the matter as can be seen by the copies on file in our office.

1295

We finally succeeded in getting back our blanks on April 19th, 1909. We further wish to state that the first demand for our blanks was made on these people immediately after the eligible list was fixed and in as much as no sale was made by these agents since that time, nor if made would have been accepted by us we believe that in the face of our continued efforts to recover our blanks we cannot fairly be charged even with slightest attempt to evade the letter and spirit of Conference.

Yours very truly,

---

**Petitioner's Exhibit 82.**

1296

July 2, 1909.

Messrs. P. Schiavone & Son,  
383 South Halstead St.,  
Chicago, Ill.

Dear Sirs:

The complaint against you for violation of rules, dealt with under Chicago Mediterranean Minute 230, has been given attention.

Conference imposes a penalty of \$50 upon you for violation of rules involved in the complaint and which you have been candid enough to admit.

*Petitioner's Exhibit 82*

1297

In accordance with rules, this penalty is to be paid within seven days from date hereof.

Yours truly,

LAWSON SANDFORD Sec'y.

S/P

July 9th, 1909.

Mr. Lawson Sanford,  
Secretary of Conference,  
17 State Street,  
New York City.

1298

Dear Sir:

We have your favor of the 2nd inst. and note that Conference has fined us \$50.00 for what is claimed a violation of rules.

Now dear Mr. Sanford we feel that we are not to blame in any way as we did all our power to lift our blanks from all agents who were not on the Chicago list, as soon as Conference was re-established.

We attach hereto copies of the letters which we have written to the different agents demanding the return of our blanks and we would say that our Mr. Umberto Guglielmi called on the several Agents and demanded the return of the blanks.

1299

Furthermore, our Mr. Michael F. Schiavone repeatedly demanded the return of the blanks by 'phone as he did not succeed in finding the agents at their respective offices and we finally secured on blanks on April 19th, 1909.

We would especially remind you that during the rate war the General Agents were allowed to use as agents anyone whom they saw fit but we also wish to state that just as quick as Conference was again working, we took our blanks from every one who was not on

*Petitioner's Exhibit 82*

1300

the regular list. That we did not succeed at once in recovering our blanks from the agents in question was no fault of ours. We made earnest and honest offers to recover our blanks and did not accept, nor would have accepted any business from these agents had they offered any.

Therefore we ask you to please bring up this matter once more at the next meeting and will you kindly submit the present with all attached affidavits and documents to Conference.

Yours very truly,

Dict MFS/P

1301

---

AFFIDAVIT.

County of Cook,     }  
State of Illinois,   } ss:

Umberto Guglielmi of This City of Chicago County of Cook and State of Illinois being duly sworn on oath deposes and says:

1302

That he is in the employ of P. Schiavone and Son as Clerk. During March and the first half of April 1909 by order of said P. Schiavone And Son, affiant made repeated calls at the offices of Furno & Nasi, Faraco & Co. and A. Conforti and demanded from these people the various ticket-blanks of the Lloyd Sabauda Steamship Company.

Affiant was at first unsuccessful as he was told that the blanks could not be found, that they were locked away and that the proprietors of the Offices were out. However after repeated calls he finally succeeded in taking up all the blanks on April 19th, 1909.

Subscribed and sworn to before me  
this 9th day of July A. D. 1909.

Notary Public.

(Seal)

*Petitioner's Exhibit 82*

1303

July 23, 1909.

Messrs. P. Schiavone & Son,  
383 South Halstead St.,  
Chicago, Ill.

Dear Sirs:

Writer has been absent from town. He finds upon his return yours dated July 9, with enclosures.

It is necessary to say that his absence has prevented active following up of our letter dated July 2. You are advised that while it is intended to give you every opportunity to present documents, etc., and that yours under acknowledgment will be submitted to Conference at first opportunity, nevertheless the fine having been imposed, it is necessary that it be paid without further parley. We therefore recommend that you adopt this course, to avoid the necessity, which we would be reluctant to face of notifying that you have failed to pay the fine and that therefore your agency was suspended until payment.

Yours truly,

LAWSON SANDFORD.

S/P

1305

1306

*Petitioner's Exhibit 82*THE WESTERN UNION TELEGRAPH  
COMPANY.

—INCORPORATED—

24,000 Offices in America.

Cable Service to all the World.

RECEIVED at

Goodman's Drug Store,  
12th & Johnson Sts.  
Phone Cana Chicago.1307 15 CH XD GS 19 Collect  
NEW YORK JULY 28 09P. Schiavone & Sons,  
383 Halstead St.Referring ours July twenty third exercise your  
option by return telegram do you pay fine or accept  
suspension.

LAWSON SANFORD.

112pm

Answer

Check already in mail,  
P. Schiavone & Sons.

1308

July 28-1909

Mr. Lawson Sanford,  
17 State St.,  
New York City.

Dear Sir:

As requested in your favor of the 23rd inst., en-  
closed herewith we are sending you our check for  
\$50.00 under protest.Kindly bring our evidence at the next meeting and  
oblige,

Respectfully yours,

*Petitioner's Exhibit 82*

1309

THE WESTERN UNION TELEGRAPH  
COMPANY.

—INCORPORATED—

24,000 Offices in America.

Cable Service to all the World.

SEND the following message subject to the terms on  
back hereof, which are hereby agreed to

Chicago, July 28-1909

Lawson Sanford,  
17 State St.,  
New York.

1310

Check already in mail.

P. SCHIAVONE

## THE MEDITERRANEAN CONFERENCE

17 State Street,

New York, July 30, 1909.

Messrs. P. Schiavone & Son,  
Chicago.

1311

Dear Sirs:

Your telegram and letter 28th July enclosing check for \$50 received. This is in payment of a fine imposed upon you and which you have taken entirely too long a time to remit. No payments of fines are accepted under protest but the evidence you have submitted since notified of the fine will be presented at next meeting.

Yours truly,  
LAWSON SANDFORD.

s/s



1312

**Petitioner's Exhibit 83.****HOLLAND-AMERIKA LIJN**

Telegram-Adres

Americano Rotterdam

Afdeeling Passage.

Telefoon: No. 5803.

G.

Rotterdam, April 26th, 1909.

Monday

4964

Holland-America Line.

New York.

1313

Dear Sirs:

Advance in outward 3rd class rate to \$33.—. Small  
Committee re-instated.

We beg to acknowledge receipt of your Private No.  
1499 of April 16th, contents of which have our care-  
ful attention.

Yours truly,

HOLLAND AMERICA LINE

G.

O. D.

1314

**Petitioner's Exhibit 84.**

1315

**HAMBURG-AMERICAN LINE.**

Hamburg-American Building

41-45 Broadway, N. Y.

1334 Walnut Street, Philadelphia.

902 Olive Street, St. Louis.

159 Randolph St., Chicago.

90 State Street, Boston.

160 Powell Street, San Francisco.

**REDUCTION STEERAGE OUTWARD RATE**

1316

TO OUR AGENTS:

Gentlemen: Please note that for the

S. S. "GRAF WALDERSEE,"

which will leave NEW YORK for HAMBURG direct  
on SATURDAY JANUARY 15th, 1910, 9 A. M., the  
Steerage Outward Rate has been reduced to

\$24.00

Commission, \$2.00

We trust that this reduction will enable you to secure  
a large number of passengers for this sailing, and an-  
ticipating the receipt of your numerous advices, we  
are

1317

Yours truly,

HAMBURG-AMERICAN LINE

Emil L. Boas

Res. Director &amp; Gen'l Manager.

January 8th, 1910.

1318

**Petitioner's Exhibit 85.****HAMBURG-AMERICAN LINE.**

Hamburg-American Building,

41-45 Broadway, New York.

1334 Walnut Street, Philadelphia.

159 Randolph Street, Chicago.

160 Powell Street, San Francisco.

902 Olive Street, St. Louis.

90 State Street, Boston.

The Twin-Screw Steamer

1319

"GRAF WALDERSEE"

Length, 585 Feet, Gross Tonnage, 13,000 Tons.

Provided with Bilge Keels.

Will sail from New York.

January 15th, 1910, at 9 A. M.

**FOR HAMBURG DIRECT****Rates****I Cabin****II Cabin**

1320 To Hamburg, \$82.50

To Hamburg, \$55.00

To Aalborg, Aale-

sund, Arendal, Ber-

gen, Christiania,

Christiansand,

Christiansund,

Copenhagen,

Drontheim, Esb-

jerg, Frederichshavn,

Gothenburg, Hel-

singborg, Laurvig,

Malmo, Skien, Sta-

vanger

Quoted  
on

Application

To Stockholm

## III Cabin

To Hamburg, \$37.00  
 To Aalborg, Aale-  
 sund, Arendal, Ber-  
 gen, Christiania,  
 Christiansand,  
 Christiansund,  
 Copenhagen, Dron-  
 theim, Esbjerg,  
 Frederichshavn,  
 Gothenburg, Hel-  
 singborg, Laurvig,  
 Malmo, Skien, sta-  
 vanger \$38.50  
 To Stockholm \$41.50

## Steerage

To Hamburg, \$35.00  
 To Aalborg, Aale-  
 sund, Arendal, Ber-  
 gen, Christiania,  
 Christiansand,  
 Christiansund,  
 Copenhagen, Dron-  
 theim, Esbjerg,  
 Frederichshavn,  
 Gothenburg, Hel-  
 singborg, Laurvig,  
 Malmo, Skien, Sta-  
 vanger \$33.50  
 To Stockholm \$36.50

1322

## HAMBURG-AMERICAN LINE

Emil L. Boas,

Res. Director &amp; Gen'l Manager.

Hamburg-American Line Travelers' Checks can be  
 cashed anywhere.

I '10-1,000

1323

1324

**Petitioner's Exhibit 86.****HAMBURG-AMERICAN LINE.**

Hamburg-American Building,

41-45 Broadway, New York.

1334 Walnut Street, Philadelphia.

902 Olive Street, St. Louis.

159 Randolph St., Chicago.

90 State Street, Boston.

160 Powell Street, San Francisco.

**REDUCTION STEERAGE OUTWARD RATE**

1325

TO OUR AGENTS.

Gentlemen: Please note that for the

S. S. "PRESIDENT LINCOLN,"

which will leave NEW YORK for HAMBURG on  
SATURDAY, JANUARY 29th, 1910, 9 A. M., the  
Steerage Outward Rate has been reduced to

**\$22.00**

Commission, \$2.00

We trust that this reduction will enable you to se-  
cure a large number of passengers for this sailing, and  
anticipating the receipt of your numerous advices, we  
are,

1326

Yours truly,

HAMBURG-AMERICAN LINE

Emil L. Boas,

Res. Director &amp; Gen'l Manager.

January 24th, 1910.

**Petitioner's Exhibit 87.**

1327

**HAMBURG-AMERICAN LINE.**

Hamburg-American Building,

41-45 Broadway, New York.

1334 Walnut Street, Philadelphia.

159 Randolph Street, Chicago.

160 Powell Street, San Francisco.

902 Olive Street, St. Louis.

90 State Street, Boston.

The Twin-Screw Steamer

"PRESIDENT LINCOLN"

1328

Length, 615 Feet. Gross Tonnage, 18,000 Tons.

Provided with Bilge Keels.

Gymnasium, Electric Light, Baths, Etc.

Will sail from New York

JANUARY 29TH, 1910, at 9 A. M.

FOR CHERBORG (PARIS) AND HAMBURG

**Rates**

I Cabin.

II Cabin

To Hamburg, \$55.00

To Paris, 61.00

1329

To Hamburg, \$87.50

To Paris \$96.25

To Aalborg, Aale-

sund, Arendal, Ber

gen, Christiania,

Christiansand,

Christiansund,

Copenhagen, Dron-

theim, Esbjerg,

Frederichshavn,

Gothenburg, Hel-

singborg, Laurvig,

Malmo, Skien, Sta-

vanger

To Stockholm.

Quoted  
on  
Application

*Petitioner's Exhibit 87*

1330

## III Cabin.

## Steerage

	To Hamburg	\$37.00		To Hamburg.	\$35.00
	To Paris	40.60		To Paris	38.60
	To Aalborg, Aale-			To Aalborg, Aale-	
	sund, Arendal, Ber-			sund, Arendal, Ber-	
	gen, Christiania,			gen, Christiania,	
	Christiansand,			Christiansand,	
	Christiansund,			Christiansund,	
	Copenhagen, Dron-			Copenhagen, Dron-	
	theim, Esbjerg,			theim, Esbjerg,	
	Frederichshavn,			Frederichshavn,	
1331	Gothenburg, Hel-			Gothenburg, Hel-	
	singborg, Laurvig,			singborg, Laurvig,	
	Malmo, Skien, Sta-			Malmo, Skien, Sta-	
	venger	\$38.50		vanger	33.50
	To Stockholm	41.50		To Stockholm	36.50

## HAMBURG-AMERICAN LINE,

Emil L. Boas,

Res. Director &amp; Gen'l Manager.

Hamburg-American Line Travelers' Checks can be  
 cashed anywhere.

I '10-1750

1332

**Petitioner's Exhibit 88.**

1333

RED STAR LINE

NEW YORK-ANTWERP SERVICE.

New York, Jan. 18th, 1910.

IMPORTANT

To Agents:

Please note that on

STEAMER "LAPLAND" (New)

18094 Tons

FROM NEW YORK JANUARY 22, 1910.

1334

the third class rate from New York to Antwerp will  
be

\$22.00

Commission \$2.00

For rates to inland points consult Tariff No. 8.

Third class rates for other sailings remain unchanged as per agents' circular No. 4 and public rate sheet No. 5.

We hope that this reduction will enable you to secure a large number of passengers for S. S. "Lapland."

Advices should be sent to us promptly so as to enable us to reserve the necessary accommodation.

1335

Yours truly,

RED STAR LINE.



1336

**Petitioner's Exhibit 89.**

(Cut of S. S. Deutschland.)

**HAMBURG-AMERICAN LINE.**

Hamburg-American Building,  
41-45 Broadway, New York.

1334 Walnut Street, Philadelphia.  
902 Olive Street, St Louis.

159 Randolph St., Chicago.

90 State Street, Boston.

160 Powell Street, San Francisco.

1337

**REDUCTION STEERAGE OUTWARD RATE****TO OUR AGENTS.**

Gentlemen: Please note that for the

S. S. "PRESIDENT GRANT,"

which will leave NEW YORK for HAMBURG on  
SATURDAY, FEBRUARY 5th, 1910, 2 P. M., THE  
STEERAGE OUTWARD RATE HAS BEEN RE-  
DUCED TO

\$22.00

1338

Commission \$2.00

We trust that this reduction will enable you to se-  
cure a large number of passengers for this sailing, and  
anticipating the receipt of your numerous advices, we  
are,

Yours truly,

**HAMBURG-AMERICAN LINE**

Emil L. Boas

Res. Director

&amp; Gen'l. Manager.

January 31st, 1910.

**Petitioner's Exhibit 90.**

1339

**HAMBURG-AMERICAN LINE.**

Hamburg-American Building,

41-45 Broadway, New York.

1334 Walnut Street, Philadelphia.

902 Olive Street, St. Louis.

159 Randolph Street, Chicago.

90 State Street, Boston.

160 Powell Street, San Francisco.

**"PRESIDENT GRANT"**

1340

Length 615 Feet, Gross Tonnage 18,000 Tons.

Provided with bilge Keels.

GYMNASIUM, ELECTRIC LIGHT, BATHS,  
ETC.

Will sail from New York

FEBRUARY 5th, 1910, AT 2 P. M.

FOR CHERBOURG (PARIS) AND HAMBURG

**Rates****1 Cabin**

To Hamburg	\$87.50
To Paris	96.25

**2nd Cabin**

To Hamburg	\$57.50	1341
To Paris	63.50	

**2nd Cabin**

To Aalborg  
 Aalesund,  
 Arendal, Ber-  
 gen, Christiania,  
 Christiansand,  
 Christiansund,  
 Copenhagen,

*Petitioner's Exhibit 90*

1342

Drontheim,  
 Esbjerg,  
 Frederichshavn,  
 Gothenburg,  
 Helsingborg,  
 Laurvig,  
 Malmo,  
 Skien  
 Stavanger To Stockholm.

Quoted  
 on  
 Application.

## 3rd Cabin

	To Hamburg	\$27.00
1343	To Paris	38.50
	To Aalborg, Aale-	
	sund, Arendal,	
	Bergen, Christiania,	\$38.50
	Christiansand,	
	Christiansund,	
	Copenhagen, Drontheim,	
	Esbjerg, Frederichshavn,	
	Gothenburg, Helsingborg,	
	Laurvig, Malmo, Skien, Sta-	
	vanger.	
	To Stockholm	\$41.50

## Steerage

1344	To Hamburg	\$35.00
	To Paris	38.60
	To Aalborg, Aale-	
	sund, Arendal, Ber-	
	gen, Christiania,	
	Christiansand,	
	Christiansund,	\$33.50
	Copenhagen, Dron-	
	theim, Esbjerg,	
	Frederichshavn,	
	Gothenburg, Hel-	

*Petitioner's Exhibit 91*

1345

singborg, Laurvig,  
 Malmo, Skien, Stavanger  
 To Stockholm \$36.50

HAMBURG-AMERICAN LINE,  
 Emil L. Boas,  
 Res. Director & Gen'l Manager.

Hamburg-American Line Travelers' Checks can be  
 cashed anywhere.

**Petitioner's Exhibit 91.**

1346

June 5, 1908.

N. Priv.

1359

Holland-America Line,  
 Rotterdam.

Gentlemen:

s/s "Petersburg" of the Russian Volunteer Line left  
 last Wednesday with 925 steerage passengers against  
 1508 steerage passengers on our s/s "New Amsterdam."

Considering the short time during which we could  
 advertise this reduced rate of \$24.00 on our steamer  
 (actually 3 days only, the 30th of May being a holi-  
 day) we are pleased to note that our agents have re-  
 sponded splendidly to our reduction; however the  
 number carried by the Petersburg is quite high al-  
 though it must be considered that at the time our rate  
 was published said steamer had already booked be-  
 tween 500 and 600 passengers.

1347

Immediately after the publication of our rates, the  
 Volunteer Line reduced its steerage rate for s/s "Pet-  
 ersburg" to \$23.00 on which a commission of \$3.00  
 and \$4.00 is allowed.

*Petitioner's Exhibit 91*

1348

We therefore thought it necessary to call a meeting of the small committee appointed last week and referred to in our letter #1352 of May 28th, and our proposition to reduce the rates for the fighting steamers to such an extent that the net rate of the non conference steamer and the fighting steamer would be the same, was accepted. In consequence a rate of \$22.00 for our s/s "Potsdam" June 17th was proposed by the different members and we have no doubt same will be accepted by the different Lines.

1349

The New twin-screw steamer of the Russian East Asiatic Company, s/s "Russia" is scheduled to leave on June 24th, and according to newspaper reports has left Europe two days ago, so that she may arrive here fully a week before her departure, which will enable Messrs. A. E. Johnson & Co., to have this ship thoroughly advertised. As a competitive steamer, s/s "Prinz Friedrich Wilhelm" has been selected. However, this steamer does not leave until June 25th, and it was therefore suggested that s/s "Noordam" be added as competitive ship.

1350

Action on this question will be taken next week, which will give us ample time should this suggestion be adopted, to advertise the departure of our s/s "Noodam" with a reduced thirty class outward rate.

Respectfully,

HOLLAND AMERICAN LINE

A. G.

Gen'l Agent

**Petitioner's Exhibit 92.**

1351

N Private.

June 9, 1908.

Holland-America Line,  
Rotterdam.

Gentlemen :

We beg to enclose memo from Mr. Sandford, under date of June 8th, promulgating exchange of cables between the Cunard Line, Mr. Peters, and Mr. Sandford, and trust that the matter of agents' control will shortly be decided to the satisfaction of all concerned.

s/s "Finland" of the Red Star Line carried 1305 passengers last week, against 321 on the Volturno. There was an excess of about 180 passengers on the "Finland" who were transferred to the "Oceanic."

1352

According to Pool figures, the English Lines were far behind in their numbers of eastbound carryings as far as their percentage is concerned and for this reason, the excess went to s/s "Oceanic" instead of to s/s "President Lincoln" of Hapag.

According to information from Mr. Sandford, Messrs. C. B. Richards & Co., have stated that the Russian Volunteer Line would discontinue the sailings of their vessels until the westbound situation has decidedly improved. There is also a rumor to the effect that the Russian East Asiatic Company will stop their service after the sailing of s/s "Russia" their new steamer, which has been scheduled to leave on June 24th.

1353

We are not able to state where this rumor originates from and we are inclined to discredit same.

Respectfully,

HOLLAND AMERICA LINE,

A. G.,

Gen'l Agent

1354

**Petitioner's Exhibit 93.**

N Private  
1361

June 12, 1908.

Holland-America Line,  
Rotterdam.

Gentlemen:

We beg to refer to our Private #1359 of June 5th, and now beg to inform you that s/s "Noordam" sailing from here on the 24th inst., has been selected by the Committee to act also as a competitive steamer to s/s "Russia" of the Russian East Asiatic Co., sailing the same day.

1355

Circulars announcing this reduction will go out today or tomorrow (having a rate of \$22).

Respectfully,

HOLLAND AMERICA LINE

A. G.

Gen'l Agent

**Petitioner's Exhibit 94.**

HOLLAND-AMERIKA LIJN

Telegram-Adres:

1356

Americano Rotterdam.

Ahdeeling Passage.

Telefoon: No. 2972.

Rotterdam, June 23rd, 1908.

Tuesday.

G. No 1061

Holland-America Line,  
New York.

Dear Sirs,

*Opposition steamers.* We are in receipt of your private No. 1361 of June 12th, from which we noted

*Petitioner's Exhibit 95*

1357

that besides the North German Lloyd steamer "Prinz Friedrich Wilhelm" (June 25th) our ss. "Noordam," sailing from your side on the 24th June, has been selected by the committee to also act as a competitive steamer to ss. "Russia" of the Russian East Asiatic Co., sailing the same day, with a special reduced third class rate of \$22.

Yours truly,

HOLLAND-AMERICA LINE

F. H. M.

G.

1358

**Petitioner's Exhibit 95.**

N Private

No. 1367

June 26, 1908.

Holland-America Line,  
Rotterdam.

Gentlemen:

Our steamer "Noordam" left last Wednesday with 1120 third-class passengers, she having been selected as stated to you in previous correspondence, as a competing steamer with s/s "Russia" of the Russian East Asiatic Company. 1359

s/s "Russia" itself left with a total of 900 steerage passengers, of which 200 were accommodated at a \$4 higher rate in the so-called improved steerage or third-class. We are convinced that if our s/s "Noordam" should not have had a competitive rate, the number of passengers on the "Russia" would have been nearly doubled, as extraordinary attention was given by the firm of A. E. Johnson & Co., through advertisements, extra commission, etc., to have a good showing for this first departure from here.



*Petitioner's Exhibit 95*

1360

The new steamer "Prins Friederich Wilhelm" left yesterday, with 1729 third-class passengers, also against s/s "Russia." The excess for the North German Lloyd steamer (in case there was any) should have gone to the "Arabic" of the White Star Line, although we received confidential information from Mr. Winter that he was not adverse to transferring a possible excess to s/s "Barbarossa" sailing on the 27th inst.

1361

As this steamer has not been designated by the Committee to carry a possible excess, we will thank you for giving your attention to this matter, and in the correspondence see if for some of the "Barborassa" passengers, the differential between the \$22 and \$28 rate is claimed, and to which in our opinion the North German Lloyd is not entitled. Mr. Winter claimed that s/s "Prins Friederich Wilhelm" was not overbooked, although two days before her departure, he expected an excess of between 200 and 300 passengers.

We beg to enclose copy of a letter written by Mr. Sandford to Mr. Peters in Jena, showing from June 3d up to and including June 20th, the figures and rates of the east bound competitive steamers.

1362

Respectively,  
HOLLAND-AMERICA LINE,  
AG  
Gen'l Agent.

*Petitioner's Exhibit 95*

1357

that besides the North German Lloyd steamer "Prinz Friedrich Wilhelm" (June 25th) our ss. "Noordam," sailing from your side on the 24th June, has been selected by the committee to also act as a competitive steamer to ss. "Russia" of the Russian East Asiatic Co., sailing the same day, with a special reduced third class rate of \$22.

Yours truly,

HOLLAND-AMERICA LINE

F. H. M.

G.

1358

---

**Petitioner's Exhibit 95.**

(COPY.)

N Private

No. 1367

June 26, 1908.

Holland-America Line,  
Rotterdam.

Gentlemen:

Our steamer "Noordam" left last Wednesday with 1120 third-class passengers, she having been selected as stated to you in previous correspondence, as a competing steam with s/s "Russia" of the Russian East Asiatic Company.

1359

s/s "Russia" itself left with a total of 900 steerage passengers, of which 200 were accommodated at a \$4 higher rate in the so-called improved steerage or third-class. We are convinced that if our s/s "Noordam" should not have had a competitive rate, the number of passengers on the "Russia" would have been nearly doubled, as extraordinary attention was given by the firm of A. E. Johnson & Co., through

1360

*Petitioner's Exhibit 95*

advertisements, extra commission, etc., to have a good showing for this first departure from here.

The new steamer "Prins Friederich Wilhelm" left yesterday, with 1729 third-class passengers, also against s/s "Russia." The excess for the North German Lloyd steamer (in case there was any) should have gone to the "Arabic" of the White Star Line, although we received confidential information from Mr. Winter that he was not adverse to transferring a possible excess to s/s "Barbarossa" sailing on the 27th inst.

1361

As this steamer has not been designated by the Committee to carry a possible excess, we will thank you for giving your attention to this matter, and in the correspondence see if for some of the "Barbarossa" passengers, the differential between the \$22 and \$28 rate is claimed, and to which in our opinion the North German Lloyd is not entitled. Mr. Winter Claimed that s/s "Prins Friederich Wilhelm" was not over-booked, although two days before her departure, he expected an excess of between 200 and 300 passengers.

1362

We beg to enclose copy of a letter written by Mr. Sandford to Mr. Peters in Jena, showing from June 3d up to and including June 20th, the figures and rates of the east bound competitive steamers.

Respectively,

HOLLAND-AMERICA LINE,

AG

Gen'l Agent.

**Petitioner's Exhibit 98.**

1369

VdS

1380

July 24, 1908.

Holland-America Line,  
Rotterdam.

Gentlemen:

With further reference to our letter 1378 of the 20th inst., we herewith beg to inform you that at a meeting of the small committee yesterday, a further reduction to \$21.00 less \$2 commission was decided on, in the third class eastbound rate of our s/s "Noordam" sailing July 28th.

1370

This action was taken following the issue of a circular by C. B. Richards & Co., quoting a steerage rate for s/s "Jelunga" July 28th, of \$21.00 less \$2 commission, as against \$23.00 less \$3 commission previously announced.

We further beg to inform you that s/s "Volturno" which was expected to sail from New York on Aug. 11th, is now scheduled to sail between Aug. 15th & 20th Aug.

Respectfully,  
HOLLAND-AMERICA LINE.

V. D. S. T.

A. G.,  
Gen'l Agent.

1371

1372

**Petitioner's Exhibit 99.**

VdS

1385

Aug. 18, 1908.

Holland-America Line,  
Rotterdam.

Gentlemen:

We herewith beg to inform you that in the third class of s/s "New Amsterdam" there sailed this morning, eleven passengers who were accepted by us from the Red Star steamer "Finland" at the \$23 rate, the difference in rate to be for account of the Pool.

1373

s/s "Finland" was designated as competition steamer with a rate of \$23 against steamer "Korea" of the Russian East Asiatic Co. and sailed Saturday carrying 1398 third class passengers with an excess of 166 passengers transferred to s/s "California" of the Anchor Line.

In the confusion of the transfer, eleven passengers were left behind, and as stated above these passengers were accepted by us for transportation on s/s "New Amsterdam" at the \$23 rate, on the condition of compensation for the difference in rate by the Pool, the small committee having officially endorsed this course.

x 9/1 1/2 1/0

1374

Respectfully,  
HOLLAND-AMERICA LINE.

V. D. S. T.

A. G.,  
Gen'l Agent.

**Petitioner's Exhibit 100.**

1375

**HOLLAND-AMERIKA LIJN**

Telegram-Adres:

American Rotterdam.

Afdeeling Passage.

Telefoon No. 2972

Rotterdam, July 29th, 1908.

Wednesday.

G. 1069

Holland-America Line,  
New York.

Dear Sirs:

1376

*Opposition Steamers.* We herewith beg to acknowledge receipt of your Private Nos. 1377 and 1378 of respectively July 17th and July 20th and noted that the New York and Continental Line's steamer "Jelunga" is officially scheduled to sail on July 28th with a steerage rate of \$23 less \$3 commission and that consequently our ss. "Noordam," sailing on the same date, has been definitely selected as competing steamer with a third class rate of \$22 less \$2 commission.

ss. "Vulturno" of the New York & Continental Line arrived here from Hamburg on Monday July 27th. She embarked here 20 cabin passengers 150 steeragers (of which 46 are destined for New York and balance being for Halifax) and was to proceed yesterday for Halifax, but according to information received this morning the steamer is still here, there having been laid an embargo on her upon request of the stevedores.

1377

Yours truly,

**HOLLAND-AMERICA LINE.**

G.

O. D.

1378

**Petitioner's Exhibit 101.**

VdS

1387

Aug. 21, 1908.

Holland-America Line,  
Rotterdam.

Gentlemen:

1379

We herewith beg to inform you that our s/s "Statendam" sailing Sept. 1st has been designated as competition steamer against the Russian East Asiatic Line steamer "Estonia" the third class rate for the "Statendam" to be \$23 less \$2 commission, against the Estonia's rate of \$24 with \$3.00 commission.

We further beg to inform you that for the next following sailing of the opposition line, s/s "Russia" is scheduled to sail on Sept. 16th, the Conference Line steamers around this date being:

S. S. Rotterdam Sept. 15

" Kaiser Wilhelm II Sept. 15th

" Friedrich der Grosse Sept. 17th

" Kaiserin Auguste Victoria, Sept. 17th.

Respectfully,

HOLLAND-AMERICA LINE.

V. D. S. T.

A. G.,

Gen'l Agent.

1380

**Petitioner's Exhibit 102.**

1381

N Private

No. 1393.

Sept. 4, 1908.

Holland-America Line,  
Rotterdam.

Gentlemen:

Our s/s "Statendam" left last Tuesday with 1173 Third class passengers, 46 of whom were booked at the \$32 rate. The others were all booked at the \$23 rate, although said rate was recalled by us already on the 26th of August, as explained in our letter Private 1390 of Aug. 28th.

1382

The Russian East Asiatic S. S. Co., now called the Russian American Line, had officially requested admission to the Conference in accordance with cable instructions, and as none of the Lines had any detailed information in their possession, Mr. Sandford was requested to cable to Mr. Peters, to which he received a cable reply under date of Sept. 1st, "Admit East-asiatic Conference Regular Terms Have Concluded Agreement Terminating 1911."

A meeting of the Continental Conference took place yesterday, ratifying the admission of the new member. Circulars as per enclosed copy have been issued and distributed.

1383

The Russian American Line naturally accepted all rules and regulations as set forth by the Continental Conference. They wished an addition of 5 agents in New York City Territory to be placed on the eligible list; however the total number for each Line, as now agreed upon, should not be exceeded. No objection was made to this request.

We beg to enclose circular of the Russian-American Line, issued under date of Sept. 1st, and wish to call your attention to the low rates quoted for 1st and 2nd class business for s/s Russia; respectively \$65.00



1384

*Petitioner's Exhibit 103*

and \$45.00 which rate should be considerably higher. We do not know if the Russian-American Line is also a party to the cabin agreements, and will thank you for as complete information on the subject as possible.

Respectfully,  
HOLLAND-AMERICA LINE.

N.

A. G.,  
Gen'l Agent.

**Petitioner's Exhibit 103.**

1385

N Private

1418

Oct. 16, 1908.

Holland-America Line,  
Rotterdam.

Gentlemen:

We received a letter from the Compagnie Generale Transatlantique under date of Oct. 15th, stating that in accordance with instructions received by them from their Paris Office, they sent to us a check for \$1926.48 for compensation due our Company, as per letter of Mr. Peters, #267 dated Oct. 1, 1908.

1386

Apparently this is a misunderstanding on the part of French Line, who should have remitted this amount to you. We have, however, accepted the check under the usual reserve and placed the amount to your credit, which will be found in one of our next Sundry Credit statements.

Respectfully,  
HOLLAND-AMERICA LINE.

A. G.  
Gen'l Agent.

According to Peters' statistics the amount sent represents the French Lines share, but kindly confirm this, so as to release this company.

A. G.

**Petitioner's Exhibit 104.**

1387

No. 1492.

March 29, 1909.

Holland-America Line,  
Rotterdam.

Gentlemen:

We beg to acknowledge receipt of your cable of the 27th inst. as follows:

"URICAS 1352 valkleppen reinstate Committee appointing if in their judgment necessary opposition steamers against Northwest Transport Snoeimaan generally Rangschik continental Zabarella considering all Italian Lines including Rokkenbont advanced and reinstated Committee now able protecting Rivierzand against Northwest Transport \* \* \*

1388

from which we understand that the Pool at their last meeting resolved to reinstate last year's Committee appointed, in order to fight the competition of the Russian Volunteer Line & the Russian East Asiatic Line, further that you wish our opinion about the general advance of \$3.00 in the Continental Eastbound 3d class rate, considering that Italian Lines including the Cunard Line, have advanced their rates and that the reinstated Committee will be able to protect the interests of the Pool Lines against the Northwest Transport Line.

1389

We at once called a meeting of the American Atlantic Conference Lines, to which the North German Lloyd, Hapag, the Austro-America Line, the I. I. M. Co. and ourselves attended.

None of the Lines had received instructions from their respective Home offices, and in consequence, although they favor the reinstatement of the Committee referred to they cannot act without said instructions.

1390

*Petitioner's Exhibit 106*

The general opinion was further in favor of a general advance of \$3.00 in the Eastbound 3d class Continental rate, provided all Lines, including the British Lines join.

We in consequence cabled you as follows:

"Roepstem although favoring Committee unable act without instructions respective home offices Roepstem favor rangschik continental zabarella provided all including roggekaf join."

1391

The Italian Lines including the Cunard Line have agreed to advance \$3.00 as stated in your cable, and it will be decided at a meeting tomorrow when said rates will go into effect, either immediately or on April 15th. There is no reason why said rates should not become effective at once.

The further contents of your cable regarding Steamer "Prinze Oskar" had our best attention, and will be promptly attended to.

Respectfully,  
HOLLAND-AMERICA LINE.

N.

A. G.,  
Gen'l Agent.

1392

**Petitioner's Exhibit 106.**

N

No. 1499.  
Holland-America Line,  
Rotterdam.

April 16 1909.

Gentlemen:

Your cable of the 13th inst. instructing us to advance our Outward 3d class rate \$3.00 was duly received and circulars will be sent out tomorrow as per enclosed copy.

A cable from Mr. Peters, Jena has meanwhile been received informing all British and Continental Lines of the same advance of the Eastbound Continental Steerage rate, circulars to be issued on the 17th inst. and this matter was discussed at the meeting of the A. A. C. held yesterday.

In regard to the "Small Committee" to be reinstated in accordance with the resolution passed at the Paris meeting March 25, the Cunard Line expressed itself as not participating in this measure at the same time they would not object to its operation.

The "Small Committee" consisting of, viz:

1394

Mr. E. Lederer, for the month of April.

Mr. Nyland, for the months of April & May.

Mr. Winter, for the months of April, May & June,

then took the matter of considering a fighting Steamer against the s/s "Uranium" scheduled to leave New York on the 24th inst. in hand.

The rates now quoted for said Steamer are as follows:

to Rotterdam	\$26.00
Hamburg	28.00
Bremen	28.00
Antwerp	28.00

1395

Commission \$3.00, which will give this steamer a differential of \$8.00 when comparing our and their official net rates; besides it is highly probably that for the s/s "Uranium" an extra Commission will be paid.

On the 24th of April the Steamers taking 3d class Continental business in addition to the "Uranium" are:

s/s New York, s/s Furnessia, s/s Floride (French),  
s/s Kaiserin Augusta Victoria, s/s Lapland, s/s Baltic, s/s Carmania.

*Petitioner's Exhibit 106*

1396

After fully considering the question, the Committee was of the opinion that no action whatever should be taken, although the differential is considerable.

In the first place, the Outward Continental business is very light.

1397

In the Second place the North West Transport Line, has actually no good agents to rely upon for business (I. Hertz, the former General Agent for C. B. Richard's Volunteer Line, and A. E. Johnson's Russian East Asiatic Line, Philadelphia, has come into the fold of the Conference Agents, the firm of Zotti & Co., cannot do business any more, and the only Agent of some importance who may throw a little business on the North West Transport Line, is perhaps Anton Boenert, Chicago, Ill., and who had 15 passengers on the last trip of the s/s "Volturno").

The Committee thought it a pity to make a competitive rate for any of the above named steamers, which naturally would concentrate all the business on this one ship, causing a loss of thousands of dollars, and only for the sake of a 100 or 150 passengers, who may perhaps be secured for the "Uranium" through outside Agents.

1398

Respectfully,  
HOLLAND-AMERICA LINE.

A. G.  
Gen'l Agent.

N

1500

April 16, 1909.

Holland-America Line,  
Rotterdam.

Gentlemen:

We beg to enclose copies of the confirmed minutes of the A. A. C. meetings, New York # 9 & 10 respectively November 19, 1908, and January 7, 1909.

*Petitioner's Exhibit 107*

1399

Under minute 127 of the latter meeting you will please find the opinion expressed of the different Lines regarding Section 20 & 21 of the Immigration Laws and Rule 37.

We beg to acknowledge receipt of your esteemed favor 4940 of March 6th pertaining to the same subject, and desire to thank you for the detailed information you gave us regarding some deportation cases under Rule 37 and the difficulties you have to meet.

The information furnished can be used to advantage and will avail ourselves of it at the first opportunity.

Respectfully,  
HOLLAND-AMERICA LINE.

1400

A. G.  
Gen'l Agent.

**Petitioner's Exhibit 107.**

N 1503

April 27, 1909.

Holland-American Line,  
Rotterdam.

Gentlemen:

Referring to our letter Private #1499 of April 18th we beg to confirm our today's cable stating that steamer "Uranium" of the Northwest Transport Line, left last Saturday with 4 cabin and 95 3d class passengers.

1401

Although this number is considerable higher than the number of passenger carried on Steamer "Volterno," it is sufficiently small in our opinion to fully justify the action, or rather the non-action of the small Committee appointed for this purpose.

The sailing of the next Steamer to be considered is the "Raglan Castle" to leave from New York May 8th.

467

1402

*Petitioner's Exhibits 108, 109*

We will keep you duly informed as to any action which may be thought desirable.

Respectfully,  
HOLLAND-AMERICA LINE.

A. G.  
Gen'l Agent.

In consideration of the large difference in price (\$10) the number carried by the Uranium is not large compared to the K. A. Victoria 370 and Lapland's 350.

1403

**Petitioner's Exhibit 108.**

Same as Petitioner's Exhibit 83.

**Petitioner's Exhibit 109.**

N

No. 1510  
Holland-America Line,  
Rotterdam.

May 14, 1909.

Gentlemen:

1404

The s/s Raglan Castle, left last Wednesday (four days after its scheduled time) with three cabin, and 127 steerage passengers. Although this number is not particularly great, it is more than said steamer should have, and the Small Committee, took at once the matter in hand to discuss the desirability of a fighting steamer against s/s Volturmo, of the Northwest Transport Line. s/s Volturmo is scheduled to leave on May 22nd, and after due consideration, the Small Committee selected s/s Estonia, of the Russian-American Line, scheduled to sail the same day, in case the Northwest Transport Line, should for the sailing of s/s Volturmo, delay this departure in the

same way as they did it for the Raglan Castle, s/s Estonia, according to the advice received from A. E. Johnson & Co., will hold said ship for a couple of days. The official rate is, for the Northwest Transport Line \$30 to Rotterdam and the official commission \$3.00. However, commissions as high as \$5 have been paid on business for the Raglan Castle, and it is likely that the same procedure will be followed for s/s Volturno. The rate fixed for the Estonia is \$26, with \$2 commission and said rate will be made lower should conditions warrant this.

We beg to enclose copy of a letter from Mr. Sandford to Mr. Peters, Jena, in regard to the sailing of the Raglan Castle, and which also contains information that Messrs. C. B. Richard & Co., have withdrawn from the passenger agency of the Northwest Transport Line and that a certain F. Vessily & Co., are their successors. It looks rather suspicious that a former employee of Richards, subsequently of Zotti, should have become the general agent for the Northwest Transport Line, more so as their office has been opened in Greenwich St., this city, the rent of same to be paid by C. B. Richard & Co., and also provided with the necessary furniture by them.

1406

In addition another employee of Richards has become the assistant of Mr. Vessily.

1407

Respectfully,  
HOLLAND-AMERICA LINE.

A. G.  
Gen'l Agent.

We presume that Richard simply uses Vessily as a blank, in case this Line should again be compelled to discontinue its service, that he (Richards) cannot be held for possible outstanding prepaids.



1408

**Petitioner's Exhibit 110.**

(Copy)

Dict. N. Private  
No. 538.

Nov. 12th, 1901.

Holland-America Line,  
Rotterdam.

Gentlemen:

Dominion Line.

1409

We beg to enclose circular issued by the Mediterranean Conference, dated November 9th and showing the action taken against the Dominion Line at a recent meeting.

Meantime this Line is obtaining an enormous advertisement out of this boycott throughout the country. Different rumors are in circulation as to possible action against the Conference for conspiracy. In some way or other the Dominion Line has obtained possession of a circular addressed by Mr. Lawson Sandford to the General Managers of the Mediterranean Lines and giving indication of a conspiracy; sooner or later in our opinion, very unpleasant consequences may follow.

1410

In accordance with information received from you on the subject (Private #220 of Sept. 24th), we have abstained from voting on different matters pertaining to said line. Up to today *none of the lines* seem to *have the information* that Mr. Peters was instructed to notify the Dominion Line that the Continental Lines did not object to their direct service from the Mediterranean.

You will see by enclosed circular that our name does not appear among the different signatures.

We will thank you for giving us your further views on this matter, and remain,

Yours respectfully,

HOLLAND-AMERICA LINE

FWM

Gen'l Agent.

**Petitioner's Exhibit 111.**

1411

N 1512

May 20th, 1909.

Holland-American Line,  
Rotterdam.

Gentlemen :

Messrs. Vesley & Company, the newly appointed agents for the Northwest Transport Line, issued a circular under date of May 18th, quoting a third class prepaid rate from Rotterdam to New York, or Halifax, of \$36.50, commission \$3.00, and through rates from different European points by adding to the ocean rate the fares given in our European Inland Tariff.

1412

Enclosed please find copy of said circular, also copy of another circular issued under the same date by both Mr. Richards and Vesely.

Although we do not believe that many prepaids will be secured by the Northwest Transport Line, as the important booking agents are all Conference Agents, who will not take any chances of being disqualified, we think the fact of sufficient importance to cable you today.

"Snyveld Rondbloem Radijsjes Rotterdam New York or Halifax Zagueros commission Zabarella," which we hereby beg to confirm. EASTBOUND.

1413

Apparently the rate of \$26 adopted for the ESTONIA against the VOLTURNO works satisfactorily, and the Small Committee decided in Holland-America Line—2

today's meeting to adopt the same rate for s/s Russia on June 5th against s/s Uranium same date, however, this rate not to be published until May 29th.

The third class eastbound rate on s/s Russia, since the 18th inst, has been reduced to \$28.00.

Respectfully,

HOLLAND-AMERICA LINE..

A. G.

Gen'l Agent.

1414

*Petitioner's Exhibit 112*

N.

May 21, 1909. P. S.

In compliance with your request by today's cable, to repeat the eighth word of our yesterday's cable Zagueros, we cabled you this afternoon the word Zagueros, which we herewith beg to confirm.

A. G.

N

1415

**Petitioner's Exhibit 112.**

N. No. 1513.

May 24th, 1909.

Holland-America Line.  
Rotterdam.

Gentlemen:

We beg to enclose a copy of a letter sent by the Small Committee through Mr. Lawson Sandford to Mr. Peters, of Jena, Germany. This letter will explain the reasons why s/s Estonia was selected as a fighting ship against s/s Volturno, which will now leave on May 25th.

1416

Respectfully,  
HOLLAND-AMERICA LINE.

A. G.  
Gen'l Agent.

**Petitioner's Exhibit 113.**

1417

N

June 4th, 1909.

1520

Holland-America Line,  
Rotterdam.

Gentlemen:

The steamer "Uranium" of the Northwest Transport Line, has been announced to sail on June 5th, and the rate has been quoted as \$25.00 to Rotterdam, with a commission of \$3.00, confidentially extended to \$4.00, and in many cases even to \$5.00.

Steamer "RUSSIA" of the Russian-American Line, 1418  
scheduled for the same sailing date, was selected by the "Small Committee" as the fighting ship, and has also reduced the originally fixed rate of \$26.00 to \$25.00 to Rotterdam, with \$2.00 commission.

It now appears that steamer "URANIUM" will not leave until Tuesday, and as it is impossible for the Russian-American Line to delay the sailing of steamer "RUSSIA," the "OCEANIC" of the White Star Line has been selected by the "Small Committee" as a further fighting steamer against the "Uranium." This selection was mainly made on account of the considerable minus of White Star in the Pool, which according to latest figures in our possession is over 2400. 1419

Respectfully,  
HOLLAND-AMERICA LINE.

A. G.,  
Gen'l Agent.

**Petitioner's Exhibit 114.**

1420

N.

1523

June 11, 1909.

Holland-America Line,  
Rotterdam.

Gentlemen:

1421

Referring to our Private #1520 of June 4th, we beg to confirm our cable of last Tuesday, stating that s/s Uranium left on said day with 147 passengers. This number is exceptionally large, and would have been smaller if one of the members of the Small Committee for the month of June, Mr. Farley, had not been afraid to exceed his authority, and did not wish to pay an extra commission of \$2.00 on some of the business which now went by s/s Uranium.

As during the month of June we are not represented in the Small Committee, we had no voice in the discussion regarding the measures to be adopted, and greatly regret that the narrow-minded view taken by one of the Committee members is the cause of s/s Uranium having at least 40 passengers more than she otherwise would have had.

1422

This is especially regrettable when we remember that a precedent of paying extra commission was established by the Small Committee in the case of s/s Estonia, May 24th against s/s Volturmo, and which has worked with very good results.

As soon as we heard that 40 passengers were lost for s/s Oceanic, who may have been obtained by the paying of \$2.00 extra commission, and who now went by s/s Uranium, we had a discussion with the members of the Small Committee, and strongly advocated the adoption of the same tactics as those used by the Northwest Transport Line.

The Committee deemed it advisable to cable to Mr. Peters, Jena, asking authorization, and to which they are now waiting a reply.

*Petitioner's Exhibit 115*

1423

Incidentally we regret to say that the exceptionally low rate in effect for s/s Uranium, s/s Oceanic and s/s Russia caused our s/s New Amsterdam to make a poor Eastbound third class showing on the 8th.

S/s Oceanic on the 9th inst carried out of the total of about 600 third class passengers 343 Continentals. s/s Russia last Saturday had over 600 third class Continental passengers.

Respectfully,  
HOLLAND-AMERICA LINE.

A. D.,  
Gen'l Agent.

N.

1424

**Petitioner's Exhibit 115.**

N. No. 1532.

June 18th, 1909.

Holland-America Line,  
Rotterdam.

Gentlemen:

We beg to confirm our cable of the 17th inst: "Snyveld Rondbloom Rodysjes Zagorus," and now beg to enclose promulgated circular of the Northwest Transport Line in confirmation of this cable.

1425

In accordance with cable received from Mr. Peters, Jena, the rate Eastbound third class for s/s "Lituania" June 23rd, has been reduced to \$22.00 with \$2.00 Commission.

Respectfully,  
HOLLAND-AMERICA LINE.

A. D.,  
Gen'l Agent.

Withdrawing the extra  
commission offered heretofore.

N.

1426

**Petitioner's Exhibit 116.**

N. No. 1537.

June 25, 1909.

Holland-America Line,  
Rotterdam.

Gentlemen :

1427

S/s Ragland Castle first scheduled to sail on June 23rd, afterwards on June 26th, may possibly not leave tomorrow. S/s Lithuania was selected by the "Small Committee" as the fighting ship with a rate of \$22.00 less \$2.00 commission, and said steamer left on the 23rd inst with over 500 passengers. S/s Vaderland of the Red Star Line scheduled to sail on the 26th inst, was then selected as the fighting ship first at the same rate as S/s Lithuania, subsequently reduced to \$20 less \$2.00.

There is a possibility now that S/s Raglan Castle will postpone again its sailing until next Tuesday, in which case the "Small Committee" requested us to quote the \$20.00 less \$2.00 rate third class for our S/s Rotterdam next Tuesday.

It very likely will not be known until tomorrow if the sailing of s/s Raglan Castle will be postponed for the second time.

1428

Respectfully,  
HOLLAND-AMERICA LINE.  
A. D.,  
Gen'l Agent.

This is the regular practice of the N. W. Transport Line, they fix a date—then wait until an opposition steamer of the Conference Lines on that date has been named and therefore postpone their sailing: a clever which however does not do them any good, but costs us a great deal of money.

**Petitioner's Exhibit 117.**

1429

N. No. 1543.

July 9th, 1909.

Holland-America Line,  
Rotterdam.

Gentlemen:

S/s "VOLTURNO" is scheduled to leave tomorrow and S/s "KROONLAND" of the Red Star Line has been selected by the "Small Committee" as the fighting ship, with a rate of \$24.00 less \$2.00 commission, as per enclosed circular. The rate up to the 7th inst for S/s "VOLTURNO" was \$25.00 less \$3.00 commission, after said date was reduced to \$23.00 less \$3.00 commission, with perhaps as previously, and unofficial extra commission of from \$2.00 to \$3.00. The "Small Committee" did not consider it necessary to make any further reductions for the Red Star Line and we greatly regret that the same tactics which were used previously, namely: the paying of an extra commission where it is deemed necessary cannot be adopted any more under the provisions of the Pool Agreement. We learned from an unofficial source that S/s "VOLTURNO" will have between 150 and 200 passengers tomorrow.

1430

Respectfully,  
HOLLAND-AMERICA LINE.

1431

A. G.,  
Gen'l Agent.

N.



1432

**Petitioner's Exhibit 118.**

N. No. 1548.

July 23, 1909.

Holland-America Line,  
Rotterdam.

Gentlemen:

S/s "VADERLAND" of the Red Star Line has been selected by the "Small Committee" as the fighting steamer against S/s "URANIUM" both steamers to leave on July 24th.

1433

The rate made for S/s "VANDERLAND" is \$24.00, less \$2.00 commission.

We beg to enclose clipping from the New York Times, of July 21st in regard to the landing of four Russians who at the first hearing were debarred by the Board of Special Inquiry, and which matter was brought up in Court.

Respectfully,  
HOLLAND-AMERICA LINE.

A. G.,  
Gen'l Agent.

N.

1434

The case referred to in this clipping is rather interesting; we may try and see counsel for the alien as also official court record. If attainable we will forward copy to you.

N.

**Petitioner's Exhibit 119.**

1435

HOLLAND-AMERIKA LIJN.

Telegram-Adres:

Americano Rotterdam.

Afdeeling Passage.

Telefoon: No. 5803.

Rotterdam, July 20th, 1909.

5007

Holland-America Line,  
New York.

Dear Sirs:

In reply to your favour No. 6570 of the 7th inst. about the compensation due to ss. "Estonia" of the Russian-American Line, as fighting-steamer against ss. "Volturmo" May 25th, we beg to say that the standpoint we take in this matter is that in case the other lines do not object to pay demurrage, we shall likewise pay our share in these expenses.

1436

Yours truly,  
HOLLAND-AMERICA LINE.

G

R.

**Petitioner's Exhibit 120.**

1437

N. No. 1556.

Aug. 3rd, 1909.

Holland-America Line,  
Rotterdam.

Gentlemen:

In view of the following cable received by Mr. Lawson Sandford, from Secretary Peters at Jena today, "Raglan Castle opposition steamer must be appointed," the "Small Committee" selected our S/s

*Petitioner's Exhibit 121*

1438

"ROTTERDAM" sailing next Tuesday as the fighting steamer.

The third class rate for our S/s "ROTTERDAM" will be \$24.00 with \$2.00 commission against \$25.00 less \$3.00 commission on s/s "Raglan Castle," which is also scheduled for the 10th inst.

In order to interfere as little as possible with the business of the other Lines our rates will not be published until the 5th inst for agents outside of New York and on the 6th inst for New York and vicinity agents.

1439

Respectfully,  
HOLLAND-AMERICA LINE.

A. D.,  
Gen'l Agent.

N.

**Petitioner's Exhibit 121.**

August 17th, 1909.

N. No. 1564.

Holland America Line,  
ROTTERDAM.

1440 Gentlemen:

We beg to inform you that the "Small Committee" has selected S/s "BIRMA" of the Russian American Line as the fighting steamer against S/S "VOLTURNO" of the Northwest Transport Company. Both steamers will leave on August 21st.

The rate for S/s "BIRMA" is \$24.00 with \$2.00 commission, whereas S/s "VOLTURNO" will leave with a rate of \$25.00 with a commission of \$3.00.

Respectfully,

HOLLAND AMERICA LINE,

A. G.,  
Gen'l Agent.

N.

**Petitioner's Exhibit 122.**

1441

No 1569

August 20th, 1909.

Holland America Line,  
ROTTERDAM.

Gentlemen:

Referring to our Private letter #1564 of August 17th, we beg to inform you that the Northwest Transport Line sent postal cards yesterday to agents, reducing the rate for S/S "VOLTURNO," for the sailing of August 21st to \$23.00 with a commission of \$3.00.

The rate for S/S "BIRMA" will remain unchanged, \$24.00 less \$2.00 commission, as it is too late to inform agents of the second change. 1442

There is a possibility that S/S "BIRMA" will have an excess, in which case passengers will be transferred to our S/S "New AMSTERDAM" on Tuesday morning in accordance with a decision reached and made by the "Small Committee" this morning.

Respectfully,

HOLLAND AMERICA LINE,

A. G.,

N.

General Agent.

**Petitioner's Exhibit 123.**

1443

N. No. 1582.

Sept. 23rd, 1909.

Holland America Line,  
ROTTERDAM.

Gentlemen:

S. S. "ZEELAND" has been suggested by the Small Committee to run against S. S. "NAPOLITAN PRINCE" next Saturday.

*Petitioner's Exhibit 124*

1444

The rate quoted for S. S. "ZEELAND" is as formerly; \$24.00 less \$2.00 commission.

The rate for S. S. "NAPOLITAN PRINCE" is \$25.00 less \$3.00 commission.

A cable received by Mr. Sandford from Secretary Peters recommended the use of the same tactics as used by the Northwestern Transport Line, namely: The granting of an extra commission when this should be deemed necessary as advocated by us in our letter 1523 of June 11th this year.

We hope the Small Committee will adopt these measures.

1445

Respectfully,  
HOLLAND AMERICA LINE,

O. D.,

N.

Ass't Gen'l Agent.

**Petitioner's Exhibit 124.**

N. No. 1588.

Oct. 8th, 1909.

Holland America Line,  
ROTTERDAM.

Gentlemen:

1446

It was suggested this week by the "Small Committee" to have S/s "GRAF WALDERSEE" sail on the 8th inst with a rate of \$22.00 less \$2.00 commission against S/s "VOLTURNO" which is scheduled to leave on the 9th inst. with a rate of \$23.00 less \$3.00 commission.

This suggestion was accepted by the Hamburg-American Line which issued circulars as per enclosure.

We do not think however that the result will be satisfactory.

Respectfully,  
HOLLAND AMERICA LINE,

A. G.,

N.

Gen'l Agent.

**Petitioner's Exhibit 125.**

1447

## HOLLAND-AMERICA LINE.

Address for Telegrams:

Americano Rotterdam.

Passenger Department.

Rotterdam, October 6th, 1909.

G. P. 5041.

Holland-America Line,

New York.

R. Fighting steamers s. s. ZEELAND versus s. s.

NAPOLITAN PRINCE

1448

Sept. 25, 1909.

Dear Sirs,

Your No. 1582 (?) of Sept. 23rd came duly to hand. We noted from said letter that s. s. ZEELAND was appointed by the small committee to run against s. s. NAPOLITAN PRINCE on Sept. 25th; also that the rate quoted for s. s. ZEELAND is as formerly \$24.00 less \$2—commission, whilst for s. s. NAPOLITAN PRINCE a rate of \$25.00 less \$3—commission is quoted.

Yours truly,

HOLLAND-AMERICA LINE,

CN

EW. 1449

**Petitioner's Exhibit 126.**

N.

Nov. 5th, 1909.

Holland America Line,

ROTTERDAM.

#1601

Gentlemen:

The "Small Committee" suggested that next Saturday S/s "St. Paul" of the American Line quote a rate

1450

*Petitioner's Exhibit 127*

of \$24.00 less \$2.00 commission for continental business, in view of S/s "NEAPOLITAN PRINCE" having a rate on the same day of \$25.00 with a commission of \$3.00.

S/s "RUSSIA" of the Russian AMERICAN LINE which was scheduled to sail on the 6th inst. will not leave port until next Tuesday, the 9th inst, and therefore could not be considered.

Respectfully,  
HOLLAND AMERICA LINE,

N.

A. G.

1451

**Petitioner's Exhibit 127.**

HOLLAND-AMERIKA LIJN.

Telegram Address:

AMERICANO ROTTERDAM

AFDEELING PASSAGE.

Telefoon No. 5803

Rotterdam, October 25th, 1909.

Monday.

P. 5043.

1452

Holland-America Line,  
New York.

Dear Sirs:

We are in receipt of your favor of the 8th inst., No. 1588, from which we note that the rate at which ss. "Graf Waldersee," October 8th from New York, was opposed to ss. "Volturno" was \$22 less \$2 commission, whilst the latter steamer's rate was \$23 with \$3 commission.

Yours truly,  
HOLLAND-AMERICA LINE.,

G.

R.

**Petitioner's Exhibit 128.**

1453

June 22, 1906.

No. Private.

No. 1015.

Holland-America Line,  
Rotterdam, Holland.

Gentlemen:

We beg to confirm our cable of the 21st inst. "RICHARD ANNOUNCING BEGINNING NAGESCHALD FORTNIGHTLY SERVICE LIBAU NEW YORK STOPPING BOTH WAYS ROTTERDAM BY RUSSIAN VOLUNTEER FLEET STEAMERS STEERAGE RATE THIRTY-SEVEN ROTTERDAM THIRTY," and now beg to enclose copy of a circular issued by Mess. C. B. Richard & Co., yesterday, and which will be distributed today.

1454

We understand from Mr. Boas that the Russian East Asiatic Company, controlled by the Pool Lines, will start their service on the 15th of July, and regret that for the present very little can be done against the Volunteer Line except a strict enforcement of the Conference rules, and thus prevent Conference agents, who control Russian business, from booking for this line.

As, however, their rates are very low, and their steamers very good, at least the speed it is very probable that Mess. C. B. Richards & Co., will be able to do considerable business through outside agents, unless their rates are met by the Pool; the Libau rate by the Russian East-Asiatic Co., and the Rotterdam rate by us.

1455

WE ARE very anxious to receive full information from you as to what plans will be adopted by the Pool Lines in order to fight this new Line.

We will keep you informed as to the situation here.

Yours respectfully,

HOLLAND-AMERICA LINE.

Who are the agents  
in Rotterdam?

Gen'l Agent.  
A. G.,



1456

**Petitioner's Exhibit 129.**

June 30, 1906.

Private N.,  
No. 1015.

Holland-America Line,  
Rotterdam, Holland.

Gentlemen:

1457

Confirming our private correspondence regarding the Volunteer Fleet of steamers, we now beg to inform you that the Hamburg-American Line has come out with a circular announcing the establishment of the Russian-East Asiatic Co., as per enclosed copy.

As no regular conference agent will be allowed to book for the Volunteer Fleet, they must get their business through outsiders. However, the same rule applies to the Russian East-Asiatic Fleet, as long as said new Line is not a member of Conference. We suggested that this application be made by Mr. Boas (which has been done in the meantime).

1458

Although at present we do not find many indications showing that the Volunteer Fleet is doing much business, we have little doubt but that its influence will be felt very soon. The rate, Rotterdam-New York, for all kinds of business shows too great a difference with our rate, viz., ten or twelve dollars.

We fear that in the beginning the number of cancellations will increase. For the protection of the business of the Pool Lines, it may be well that a rate of for instance \$35 be adopted for prepaid business from Rotterdam, provided of course, all the Pool Lines will stand their share of this measure.

Private N., #2.

As the matter stands today, we believe that a rate of \$35 for our Company would, for the Russian business booked from Rotterdam, fully protect us. For

*Petitioner's Exhibit 130*

1459

the present, however, we think it is too early to recommend a similar measure.

As far as the outward rate is concerned, we think that in view of the \$30 rate New York to Rotterdam offered by the Volunteer Fleet, our present rate of \$33 should not be advanced.

Respectfully yours,  
HOLLAND-AMERICA LINE,  
A. G.,  
Gen'l Agent.

**Petitioner's Exhibit 130.**

1460

HOLLAND-AMERICA LINE.

Address for Telegrams:

AMERICANO ROTTERDAM.

PASSENGER DEPARTMENT.

Telefoon 2972.

Rotterdam, July 3rd, 1906.

Private No. 743.

Holland-America Line,  
New York.

1461

Gentlemen:

We duly received your favor 1015 of the 22nd instant with copy of circular issued by C. B. Richard & Co. for the Russian Volunteer Fleet, contents of which have our careful attention.

With regard to your question what plans will be adopted by the Pool Lines in order to fight the new Line, we beg to say that up till now it has been decided that a competitor with the Volunteer Fleet will be created on her own principal field of action with

*Petitioner's Exhibit 130*

1462

the aid of the Russian East Asiatic Steamship Company. This has been done in order to prevent that the Volunteer Fleet would get a monopoly in Russia, which would mean of course, that it would become extremely difficult for agents of other Steamship Companies to secure any business. With the latter Company as a competitor no such monopoly is to be feared, the capital of the East Asiatic Company having been furnished to a considerable extent by the Czar and his family.

1463

Hapag and/or Lloyd will put 2 steamers at the disposal of the East Asiatic Company, and with these a service between Libau and New York.

New York will be established with the least possible delay. The loss on this new undertaking will be borne by the N. D. L. V. Lines and the East Asiatic Company will get 10% of the passage money earned by these steamers. The N. D. L. V. will direct the policy of the undertaking. Probably a rate of passage of 75 Rubels will be adopted from Libau to New York.

1464

In order to prevent that the Anglo Continental Reisebureau of Rotterdam takes side with the Russian Volunteer Fleet, it has been further decided to ask the (Imco) (?) Lines to point out to the Cunard Line and other B. L. the desirability of obliging said Bureau not to accept the Agency of the Volunteer Line of steamers.

Up till now nothing has transpired who will be the representative of the Volunteer Fleet at Rotterdam, but it is very probable that the Anglo Continentales Reisebureau has undertaken to act as such.

We shall keep you informed about further steps taken by the N. D. L. V. in this connection and about further developments here, and note that you will keep us informed as to the situation in New York.

Meanwhile we are

Yours very truly,

HOLLAND-AMERICA LINE.

G

(AD) (?).

**Petitioner's Exhibit 131.**

1465

*Private #1016.*

July 12, 1906.

Holland-America Line,  
Rotterdam, Holland.

Gentlemen:

*Volunteer Fleet.*

Your favor of the 3rd inst., #743 private, duly came to hand and we beg to thank you for the interesting particulars contained therein as regards the proposed means of fighting this line.

1466

From our recent cables on the subject, of which we herewith enclose copies, you will have noticed that, according to our opinion, the competition of the Russian East-Asiatic Company from Libau alone is not sufficient, as we must have means of attacking this line in Rotterdam as well. As you are not in favor of our reducing to the basis of the Volunteer Line's prepaid rate which, by reason of our heavy plus in the pool, was rather anticipated by us, provided a low compensation rate would have been granted, we suggested to have the Russian East-Asiatic Line call at Rotterdam and meet any rate that the Volunteer Fleet would quote.

1467

We appreciate that bringing a new line into our own port, even though its policy is directed by our friends, is always more or less dangerous, but we thought that under the circumstances, such a solution would have the most effectual results.

As you will have noticed, our prepaid bookings have fallen off quite considerably and cancellations have correspondingly increased which, however, is not due to the bookings for the Volunteer Line, but on account of our agents awaiting further developments in anticipation of an eventual further decline in rates.

1468

*Petitioner's Exhibit 132*

The Volunteer Fleet, not having been admitted to the Conference, Messrs. C. B. Richard & Co. are now trying to book through outside agents, as we have notified our regular agents of the strict enforcement of the Conference rules.

There being a rumor here yesterday that the Hamburg-American Line had bought the steamers of the Volunteer Fleet, we cabled you asking you whether you had any knowledge of same. Upon inquiry at the offices of said line here, nothing was known to them confirming this report.

1469 Awaiting your further communications on the subject, believe us,

Yours respectfully,

HOLLAND-AMERICA LINE.

A. G.

Gen'l Agent.

A. G.

---

**Petitioner's Exhibit 132.**

July 17, 1906.

*Private.* 1018.

Dict. by A. G.

1470 Holland-America Line,  
Rotterdam, Holland.

Gentlemen:

*Volunteer Fleet.*

Your favor #744 Private of the 6th inst. duly came to hand and we beg to thank you for the full particulars in regard to the stand taken by you and the pool lines with reference to the competition of the Volunteer Line Fleet, which gave us a clear view of the situation. We are now fully convinced of the inadvisability of our reducing to the basis of the Vol-

untee Line's prices, and now only express the hope that the reduction in the prepaid rates of Lloyd and Hapag shall prove to be sufficient to secure the full share of the traffic to which the pool lines are entitled. Our proposition at the time was simply based on the fact that we felt it was most essential that an effectual fight against this new competition should be carried on, as experience has taught us that it is most desirable to take strong measures from the start, so as to avoid that a firm foothold on the business be acquired and which later in the case of eventual negotiations can be of great influence. We quite agree with you that a Russian Steamship Co. can never be very popular with the public in general, and the Russians in particular, but we must not forget that the East Asiatic Co., although the ships are furnished by the two German Companies, is also flying (if we are well informed) the Russian flag. Moreover,

1472

Private #2.

Messrs. C. B. Richard & Co., as you have seen from their last circular, are doing all they can to bring this line into disfavor. We sincerely hope, however, that your advice not to be alarmed too soon will come true and more especially that the calling at Rotterdam will be found to be a very unprofitable venture and be ultimately dropped, as it cannot be denied that, although they may not harm us much in the freight business, the fact that they touch at that port is constantly used by the shippers as a club to make us accept lower rates of freight.

1473

Respectfully yours,

HOLLAND-AMERICA LINE.

A. G.

1474

**Petitioner's Exhibit 133.**

November 5th, 1906.

No. 1049

N.,

Holland-America Line,  
Rotterdam, Holland.

Gentlemen:

1475

A meeting was held this afternoon by the Mediterranean Lines, members of the Conference, to consider any steps to be taken against the competition of the new Russian Line, from Odessa to New York which sailed its first steamer, the "Gregory Morch" on the 25th of October, from Odessa, with about fifteen hundred immigrant passengers on board.

After thorough discussions, it was decided that a committee would be appointed to call upon Mr. Bacon, the General Agent, to whom the ship is consigned, and try to have him advance his Naples and Messina rates to \$28.00 and \$31.00, east-bound, allowing a commission of \$2.00 only, and further to have agents book in accordance with the rules and regulations in effect with the Conference Lines.

1476

In case he accepts this proposition, the Lines decided not to enforce the non-booking rule for outsiders, for this one sailing.

As the date of the sailing, as given by the Odessa Line, east-bound, November 27th, is actually in the full height of the season for Italian business, this solution of the question was deemed to be the best in order not to disturb present rates and conditions.

Respectfully yours,

HOLLAND-AMERICA LINE.

O. D.,

act Gen'l Agent.

N.

**Petitioner's Exhibit 134.**

1477

May 10th, 1907.

N.,  
No. 1128.

Holland-America Line,  
Rotterdam.

Gentlemen:

We beg to confirm our cable of yesterday, "A. E. JOHNSON COMPANY HAS ACCEPTED GENERAL PASSENGER AGENCY RONDVOEREN ANXIOUS TO BECOME MEMBER ROBBEN-SPEK VEERYK ADMISSION OUR OPINION SHARED BY ALL ROEMPSTEM" which explains itself.

1478

As mess. Benham & Boyesen's representation of the Russian East Asiatic Fleet as General Agents has not been entirely satisfactory, as far as passenger business is concerned, possibly on account of their ignorance of passenger business, negotiations for a change have finally lead to the appointment of Mess. A. E. Johnson & Co., as General Passenger Agents of said Line.

Mess. A. E. Johnson & Co., are well known to you as agents of the Scandinavian American Line, and with their good working system of sub-agents will make a rather dangerous competitor for Russian business. Although we believe that this firm would carry on their passenger business honestly, and would if admitted to the Conference, uphold the rules and regulations, we for the present, jointly with Hapag, Red Star and Lloyd, do not favor their admission to Conference. We believe that said admission would be greatly detrimental to our, as well as to the Pool's interests.

1479



1480

*Petitioner's Exhibit 134*

This is especially true as we understand that the Russian Volunteer Fleet and the Russian East Asiatic Company are practically one, or at any event, promoted by identical interests.

We had an unofficial meeting on this question yesterday and decided to try to get the co-operation of the English Lines in this matter, as their Libau interests would also greatly suffer, should Mess. A. E. Johnson & Co., be allowed the privilege of securing business for this Company through their regular sub-agents.

1481

We further discussed the advisability of cancelling all of Mess. A. E. Johnson's agencies here, as well as in Chicago, Boston, St. Louis, Minneapolis and St. Paul and further North-West, this to include not only their own offices, but also connections and correspondents. Such an action on our part may lead to their withdrawal from the General Passenger Agency of the New Line, as they could ill afford to lose many sub-agents, who, now in conjunction with our agencies, represent A. E. Johnson & Co., for the Scandinavian American Line, and their other interests.

We hope to soon receive a cable answer from you in regard to this matter.

1482

Respectfully,  
HOLLAND-AMERICA LINE.,

N.

A. G.,  
Gen'l Agent.

**Petitioner's Exhibit 135.**

1483

Dic. N.

June 21st, 1907.

No. 1145.

Holland America Line,  
Rotterdam.

Gentlemen:

We beg to confirm our cable of the 13th inst., as follows:

"REISBLAD RONDSTUREN RONDVOEREN  
"TO ZAFARICHE ROTTERDAM RAGBOL ZA- 1484  
"CINTA CONSIDERING WEDNESDAY SAIL-  
"INGS RONDSTUREN RONDVOEREN PRO-  
"VIDED DIFFERENTIAL FROM PRESENT  
"RATE ADJUSTED BY RIVIERZAND VLIER-  
"PLANT ROEPVOGEL ROGBORD FEAR CON-  
"SEQUENCES ROGGEKAF SPECIALLY CUN-  
"ARD CABLE."

Our proposition to reduce the Eastbound third class rate to \$20 was made after consultation with the Hamburg American Line, Lloyd and Red Star Line. The Hamburg Line especially was of the opinion that the steamers of the Pool Lines leaving on the same day as those of the Volunteer and Russian East Asiatic Lines, should offer a lower rate to the Continent, in 1485  
order to reduce the revenue of both Russian Lines, to such an extent as to compel them to abandon this policy. As all the Pool Lines are equally interested, the loss resulting from such reduction should be participated in by all of them.

In case of our reduction to \$20 it is probable that same will be followed by Anchor Line, Cunard Line, (Boston service) and American Line (Phila. service). Lloyd fears, however, that the Cunard Line would also have their New York service claim a cor-

*Petitioner's Exhibit 135*

1486

responding rate to the Continent and break away from the tacit British Continental Agreement now maintained, which might cause a general demoralization.

The situation here is at present most unsatisfactory.

The Volunteer and Russian East Asiatic Lines have sailings every alternate Wednesday, arranged in such a way, as to make weekly departures by the Russian Lines.

1487

They offer a differential in their favor of \$7.00 to Rotterdam, \$6.00 to Antwerp and \$5.00 to Hamburg or Bremen. In addition they offer a commission of from \$3 to \$4 to agents which makes it particularly hard for the regular Continental agents to secure business for the Pool Lines.

Not only the East-side Russian agents, but also those who book Slavs, Hungarians and Poles throughout the city, are affected and join in the complaints made by the Jewish agents in their requests for protection. The remedy of admitting to Conference the Volunteer Line, of which C. B. Richards & Co. are the General Agents, would, in our opinion be worse than the evil itself, as it would furnish an opportunity to agents to book freely for said Line, of which a great many would avail themselves, whereas under present conditions they are afraid to do so.

1488

Several regular Continental agents outside of New York sell tickets for the Volunteer Line and although the Lines are holding to strict account every agent thus caught, the field is too large to become fully acquainted with every violation.

Meanwhile the two Russian Lines are growing stronger every day. They advertise in many papers and are pushing their business energetically. If the present conditions continue, we are afraid that at some near future date the Pool Lines may realize that the power and influence of these two Lines is beyond their control.

*Petitioner's Exhibit 136*

1489

Undoubtedly you have given this matter your full consideration and we hope that the various difficult questions involved may be solved by effective measures.

We enclose herewith a few of the latest circulars of both of the Russian Lines and hope to soon receive information as to what course has been decided upon by the Pool Lines in Europe.

Yours respectfully,

HOLLAND AMERICA LINE,

N.

A. G.

1490

**Petitioner's Exhibit 136.**

Sept. 13th, 1907.

Private, N.,

No. 1192.

Holland-America Line,  
Rotterdam.

Gentlemen:

The number of third class east-bound passengers carried this week by the continental Lines as compared with the number carried yesterday by the Russian Volunteer Line's steamer Sartov, show a very unsatisfactory effect of the joint reduction to \$25.00 for Hapag and ourselves, and to \$23.00 for the North German Lloyd's regular steamers.

1491

Steamer Bluecher, September 12th, carried 243 third class passengers; steamer Bremen September 12th carried 566, and steamer Saratov, September 12th, carried 585.

Our steamer Potsdam, last Wednesday, carried 630, which number, considering the considerably lower through rates of Lloyd and Hapag, is exceptionally large.

*Petitioner's Exhibit 136*

1492

Although this may show the increasing popularity of our third class the fact remains that our ever increasing plus assumes disquieting proportions. You have undoubtedly given this matter your attention, and our reason for mentioning it is that the Pool correspondence referred to in your favor of August 15th (no number given) has not come into our possession as yet, on account of which we do not fully understand the situation.

The subsequent sailings for the Russian Volunteer Line have been made for Thursdays, undoubtedly to avoid the same sailing date which we have.

1493

Their present rate is \$20.00 to Rotterdam, on which a commission of from three or four dollars is paid, which causes said tickets to be sold at a rate from seventeen dollars up.

In case this matter has not been considered as yet, we respectfully suggest the measure to be taken as outlined in our letter 1145, of June 21st, by making one Line the fighting Line for the Pool Lines quoting a lower rate than the Russian Volunteer Line does; the expenses of said measure to be borne by all members of the Pool who then may continue for their other steamers and services a higher and better paying rate.

1494

We believe that notwithstanding the change in the sailing date from Wednesday to Thursday of the Russian Volunteer Line, our Line would make the best fight; first as our service is very popular, more so than the regular steamers of Hapag and Lloyd; second, as our destination is Rotterdam, which is also the port of the two Russian Lines.

At present, enormous number of tickets for both tickets" giving the impression to purchasers that passengers will be forwarded by Holland-America Line Lines are sold under the name of "Rotterdam Line steamers.

Mr. Frank Zotti has withdrawn his application for appointment as conference agent from the Conference. During the past two weeks he has published a paper under the name of "Rail and Sail" of which we will forward to you, by Control Box of our steamer New Amsterdam next Wednesday, the first issue. As you will please notice in said paper, he is doing his utmost to attack the Conference Lines, and in our opinion, no further support whatever should be given him. The Cunard Line maintains its former position, and is openly protecting him.

excepting ss America and ss Augusta Victoria.

Although we do not wish to over-estimate Zotti's influence, the fact remains that he continually creates a great disturbance in the third class business. The publication of this paper which is widely distributed among the Croatians and Dalmatians in the United States, the open protection of the Cunard Line, and the additional support which he obtains from Messrs. C. B. Richard & Co., by which he routes all the business he possibly can over the Russian Volunteer Line, make him a constant danger, and we exceedingly regret that the action at the time, of the Hamburg and French Lines, prevented the Conference from getting him under control.

1496

Respectfully,  
HOLLAND-AMERICA LINE.,

1497

O. D.,

N.

Act. Gen'l Agent.

1498

**Petitioner's Exhibit 137.**

HOLLAND-AMERIKA LIJN.

Telegram Address:

AMERICANO ROTTERDAM.

AFDEELING PASSAGE.

Rotterdam, February 22nd, 1908.

Saturday.

991.

Holland-America Line,

New York.

1499

Dear Sirs:

Thanks for your cable of the 20th instant informing us that the New York & Continental Steamship Company are advertising the ss. "Volturno" to sail on April 11th, which steamer can carry seven hundred steerage passengers, and that rumors are current that Richards will act as passenger agents.

Yours very truly,

HOLLAND-AMERICA LINE.,

G.

F. H. M.

1500

**Petitioner's Exhibit 138.**

1501

HOLLAND-AMERIKA LIJN.

Telegram Address:

Americano Rotterdam.

Afdeeling Passage.

Telefoon: No. 2972.

Ge.

Rotterdam, March 23rd, 1908.

Monday.

1024.

Holland-America Line,

New York.

1502

Dear Sirs:

We herewith beg to acknowledge receipt of your private No. 1312 of March 13th, enclosing circular issued by C. B. Richards & Co. for the New York and Continental Line, announcing the departure of their ss. "Volturno" from New York on April 11th, with a steerage rate of \$23 from New York to Hamburg, and noted that prepaid tickets thus far have not been issued.

ss. "Volturno" sailed Saturday, March 21st from here with 19 passengers in the steerage, of whom 9 passengers are destined for New York, the balance being for Canada.

1503

Yours truly,  
HOLLAND-AMERIKA LINE,  
N.

P. S. We also noted that the two Russian Lines are quoting a rate of \$24 to Rotterdam, on which a commission of \$3 and more is paid.



1504

**Petitioner's Exhibit 139.****HOLLAND-AMERICA LINE.**

Address for Telegrams:  
Americano Rotterdam.

Passenger Department.

Telephone: 2972.

Rotterdam, March 25th, 1908.  
No. 1016

**CONFIDENTIAL.**

1505 Holland-America Line,  
New York.

Gentlemen:

We beg to confirm cablegrams exchanged today regarding the Eastbound reductions of Lloyd and Hapag. Because of Lloyd's considerable shortage in the Eastbound pool it was agreed that they should meet the competition of the Russian Lines each time that the latter should have a sailing on the same day or nearly the same day as the former. As a compensation for the considerable reduction Lloyd would have to make in consequence thereof, a reduction, which goes beyond the requirements of the Pool Agreement, it was at the same time agreed that for their express steamers, which are always fully engaged long before their departure, and for their regular sailings not coinciding with the Russian departures in the above way, a higher rate than existed before this agreement may be charged. Accordingly Lloyd fixed their rate at \$36—for express and \$27—for regular steamers.

We are in doubts whether these rates of Lloyd will enable them to make up their shortage in a reasonable time. Considering that both the Russian Lines have reduced the number of their sailings in April,

Lloyd will not find frequently the occasion to apply the cheap rates and acquire the big numbers of passengers needed for getting out of their shortage, but because all other parties were in favor of supporting this action of Lloyd, we did not oppose to give it a fair trial.

It was further agreed that Hapag should meet the competition of the New York and Continental Line for the latter's sailing on April 11th for Hamburg. Hapag's carryings being however in excess of the percentage allotted to them in the Eastbound Pool it was considered fair that they should be compensated by the other parties, including the British Lines, for the reduction they would have to make against the Volturno's rate. All Lines were agreeable to this, limiting however to \$7 per adult the aforesaid compensation to be borne by them.

1508

We beg to remain,

Yours very truly,  
HOLLAND AMERICA LINE.,

G.

W. T.

1509

1510

**Petitioner's Exhibit 140.***Circular No. 17,—Third Series.*

THE CONTINENTAL CONFERENCE,

No. 19 Broadway.

New York, December 27, 1906.

AGENTS are advised that the Russian East Asiatic Steamship Company, Ltd., have this day resigned their Conference Membership.

Yours truly,

1511

AUSTRO-AMERICANA LINE,  
CUNARD LINE,  
FRENCH LINE,  
HAMBURG-AMERICAN LINE,  
HOLLAND-AMERICA LINE,  
NORTH GERMAN LLOYD,  
RED STAR LINE,  
RUSSIAN EAST ASIATIC S. S. CO., LTD.,  
UNION LINE.

1512

**Petitioner's Exhibit 141.**

1513

*Circular No. 18,—Third Series.*

THE CONTINENTAL CONFERENCE,

No. 19 Broadway.

New York, March 2, 1907.

Question having been asked by several agents, it is hereby advised that the Russian East Asiatic Steamship Company, Ltd., *retired* from Conference Membership on December 27, 1906.

The undernoted Lines *only* are members of Conference:

1514

AUSTRO-AMERICANA LINE,  
 CUNARD LINE,  
 FRENCH LINE,  
 HAMBURG-AMERICAN LINE,  
 HOLLAND-AMERICA LINE,  
 NORTH GERMAN LLOYD,  
 RED STAR LINE,  
 UNION LINE.

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**Petitioner's Exhibit 142.**

1515

Minutes of American Atlantic Conference, marked for identification.

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**Petitioner's Exhibits 143 to 147  
Inclusive.**

Railroad agreements marked for identification.

1516

**Petitioner's Exhibit 148.**

Minutes of American Atlantic Conference marked for identification.

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**Petitioner's Exhibit 149.**

Rates of Railroad fares between points in Germany, Austria, Switzerland, etc., and Bremen for April, 1911, marked for identification.

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1517

**Petitioner's Exhibit 150.**

Same as Exhibit 149 for April, 1909, marked for identification.

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**Petitioner's Exhibit 151.**

The European Inland tariff to or from Rotterdam or to or from Libau of Russian East Asiatic S. S. Co.

1518

*Petitioner's Exhibit 151*

1519

Cancel all Previous Tariffs.

RUSSIAN EAST ASIATIC S. S. CO.,  
(Limited.)

---

RUSSIAN-AMERICAN LINE  
Direct Service Libau-New York

ROTTERDAM-NEW YORK LINE  
Direct Service Rotterdam-New York

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EUROPEAN  
INLAND TARIFF

1520

To or From Rotterdam  
or  
To or From Libau

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Re-issue of October, 1907.

General Passenger Agents in America:

A. E. JOHNSON &amp; Co.,

New York	-	-	-	1 and 27 Broadway
Boston	-	-	-	23 Salem Street
				298 Washington Street
Seattle	-	-	-	103 Yesler Way
Minneapolis	-	-	-	100 Washington Street
Chicago	-	-	-	126 East Kinzie Street

1521

European Offices:

St Petersburg, Russia	-	-	Nevski, Pr. 28
Knie, Falk & Co.	-	-	Libau, Russia
Ruys & Co.	-	-	Rotterdam, Holland
Universal-Reiserbureau	-	-	Wien II Muhlfeldgasse 5

GENERAL RULES AND REMARKS IN BOOK-  
ING STEERAGE AND CABIN PASSENGERS.

1523 1. PREPAID TICKETS are good for one year from date of issue. Complete address of passengers must be given in advices, so as to enable our Home Office to instruct the passengers regarding departure of steamers, etc. Purchasers should be impressed with the importance of requesting their relatives or friends not to leave their homes until the Company has communicated with them. Considerable inconvenience and trouble has been caused by arrival of passengers, either in advance or after departure of steamer, without sufficient funds for their sustenance, and simply because they did not wait for or comply with instructions.

In addition to the Prepaid Ticket Rates, the Agents will collect the UNITED STATES HEAD TAX OF \$4.00 on each ADULT, CHILD and INFANT, endorsing the amount collected across the face of the tickets as well as the advices.

1524 2. EXTENSION OR TRANSFER. Prepaid tickets can be transferred or extended only upon payment of difference in rate, if any, but a minimum charge of 10 per cent of the face value of ticket will be made.

3. REFUND OF PREPAID TICKETS. The gross amount, less agent's commission and 10 per cent cancellation fee, will be refunded on unused tickets as soon as confirmation is received from the Home Office, which takes about seven weeks from date of request of cancellation.

4. ROUND TRIP TICKETS. Use one Outward and one Prepaid blank for a round trip.

5. CHILDREN. Tickets for children under 16 years of age will not be accepted unless at the same time the passage of an accompanying adult is provided for.

6. THROUGH BOOKING. Prepaid passengers must be booked through to destination. For American Immigrant railroad fares from New York, use Immigrant Tariff No. 13 and supplements. The commission is 5 per cent, not to exceed \$2.00 on a full fare or \$1.00 on a half fare, excepting to stations in the States of New York, Pennsylvania, Connecticut, Rhode Island, Massachusetts, Maine, Delaware, West Virginia, Virginia and Maryland, Province of Quebec, and points in Ontario east of Suspension Bridge, where no commission is paid.

7. PRIVILEGE TO LAND is denied idiots, insane persons, paupers, or persons likely to become public charges, persons suffering from a loathsome or dangerous contagious disease, persons who have been convicted of a felony or other infamous crime or misdemeanor involving moral turpitude, and polygamists. It is unlawful for any person to prepay the transportation or in any way assist or encourage the importation or migration of any aliens into the United States under contract to perform labor or service of any kind in the United States. A promise to give or secure work is considered an implied contract to perform labor, and passengers have time and again been refused landing in the United States and returned to Europe by the United States Government inspectors upon stating during the examination that they had been advised by friends here that work had been obtained for them. Under the American laws, persons of sixty years of age or over may be prevented from landing; also women with young children, unless they are accompanied by their husband, brother or some other person of the male sex; cripples, lunatics, persons who are blind, or deaf and dumb, unmarried women in pregnant condition, or mothers with illegitimate children; also persons suffering with FAVUS

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1527



1528

(Scalp Disease), TRACHOMA or GRANULOSIS (Eye Diseases).

1529

Under the United States Immigration Act of March 3, 1903, a Steamship Line bringing to this country aliens afflicted with any of the above mentioned diseases, is subject to a fine of \$100.00 in each case, and although we have for many years called special attention in our circulars to our regulations regarding the booking of Prepaid Passengers, stating just what classes of cases ARE PREVENTED FROM LANDING HERE, we have lately experienced considerable trouble with holders of prepaid certificates, who were found at the medical examination to be afflicted with one or another of the diseases referred to above. Passengers thus suffering are readily detected, as they have to pass three medical examinations before they are allowed to embark, and in most cases they are returned to their homes at the expense of the prepaid certificates, thus causing them and the purchasers of prepaids unnecessary hardship, loss of time and money. When issuing a prepaid certificate, you must caution the purchaser to instruct the passenger not to leave home under any circumstances, unless his eyes and scalp are absolutely healthy and clean.

1530

This subject being of great importance, we request careful attention and co-operation.

*The United States Immigration Laws do not specifically prescribe that immigrants must have cash money upon arrival in this country, but it will facilitate landing of immigrants, and in many cases prevent their detention if they are in possession of some funds.*

8. OUTWARD TICKETS must in all cases state distinctly the steamer, date of sailing and the correct rate of passage for such steamer in the body of the ticket, as we will hold agents responsible for any mistakes they may make. In case of uncertainty as to rates or sailings, agents should obtain instructions from us, by

wire if necessary, before issuing tickets. Agents will understand the importance of issuing Outward Tickets correctly, upon considering that tickets incorrectly issued will not only cause trouble and expense to themselves, but will also put their passengers to much inconvenience. Agents should not fail to attach to each outward ticket the certificate required by United States Law.

9. **BAGGAGE ALLOWANCE.** 15 cubic feet are allowed each adult passenger on the steamer. American Railroads allow 150 pounds and European Railroads, third class, allow in most cases 50 pounds free for each full fare; in fourth class only hand baggage is free. 1532

10. **SPOILED TICKETS.** Do not cancel or destroy any ticket. When spoiled or unfit for use, return to us and we will credit you with it.

11. **ADVICES** must be covered by remittances and sent to this office on day of sale. Promptness in advising is necessary in order to insure proper accommodations to passengers.

12. Agents will please inform their Passengers coming from the interior that they should be sure to have their **BAGGAGE** distinctly marked with their name in full, name of steamer and destination, and check it by the Baggage Master of the train on which they arrive at New York to Pier of the **RUSSIAN EAST ASIATIC STEAMSHIP COMPANY, LIMITED, BROOKLYN.** 1533

13. Agents please explain to passengers, who are afraid to get into Russia through Libau, because they believe to be fined for not having passport, that they don't need it. All that is required is that the passenger have an ordinary pass or a governor's pass or

1534

frontier pass from the Russian Consul, which we can procure.

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14. Upon the recommendation of our Company the Russian Minister of the Interior has granted the privilege to prepaid passengers of the RUSSIAN EAST ASIATIC STEAMSHIP COMPANY of securing passports at Libau without any delay or trouble whatsoever, BUT THESE PASSPORTS CAN ONLY BE OBTAINED FOR SUCH PASSENGERS WHO COME PROVIDED FROM THEIR NATIVE TOWN WITH THE NECESSARY ADVANCE PAPERS FURNISHED THEM BY THEIR CITY AUTHORITIES. When desired, Knie Falk & Comp, our agents at Libau will procure passports for your prepaids, under the above condition, at their actual cost of 21 Roubles or about \$10.00. One passport is sufficient for a whole family.

1536

15. LIBAU.—The LIBAU route is by far the most convenient as well as the cheapest, railroad fares being much lower in Russia than elsewhere. Our Company takes care of its prepaid passengers in Libau, in its own buildings, which have recently been constructed there specially for that purpose. Recommend your customers to buy their tickets from you, via LIBAU, and you will soon find your business growing, for everyone of your passengers will be satisfied with the treatment they receive from our Company and its agents abroad.

16. ROTTERDAM.—Prepaid passengers who insist upon coming by our line via Rotterdam (instead of Libau), should arrange transportation from their homes in RUSSIA, AUSTRIA, etc., via Basel and Luxemburg to Rotterdam. This is the direct route without touching German territory, the difficulties which immigrants always encounter at the German frontier control stations being thus altogether avoided.

17. The steamers of the RUSSIAN EAST ASIATIC STEAMSHIP CO. are provided with all possible modern accommodations for steerage passengers as well as for cabin passengers with electric light throughout. Steerage passengers have the use of the main deck. At present we have five steamers in the service, all properly equipped, and the best attention will be given to passengers, in order to make the line popular and attractive to its patrons. Jewish passengers receive "Kosher Food" on all steamers.

#### UNITED STATES CUSTOMS DUTIES.

1538

The Tariff Act of July 24, 1897, provides: "That in case of residents of the United States returning from abroad, all wearing apparel and other personal effects taken by them out of the United States to foreign countries shall be admitted free of duty, without regard to their value, upon their identity being established, under appropriate rules and regulations to be prescribed by the Secretary of the Treasury, but no more than one hundred dollars in value of articles purchased abroad by such residents of the United States shall be admitted free of duty upon their return." According to ruling of the Secretary of the Treasury, the word "resident" includes all persons leaving the United States, and, during their absence, having no fixed place of abode.

1539

Residents of the United States who have been abroad for purposes of study, or the restoration of health, or for other specific objects, and who have had a fixed place of abode for one year or more, will be considered non-residents within the meaning of the customs law; in other words, their baggage will be subject to the following provisions of the FREE LIST, otherwise applicable to baggage brought by aliens, viz: "Wearing apparel, articles of personal adornment,

*Petitioner's Exhibit 151*

1540

toilet articles and similar personal effects of persons arriving in the United States; but this exemption shall only include such articles as actually accompany and are in the use of, and as are necessary and appropriate for the wear and use of such persons, for the immediate purposes of the journey and present comfort and convenience, and shall not be held to apply to merchandise or articles intended for other persons or for sale. Books, libraries, usual and reasonable furniture, and similar household effects of persons or families from foreign countries, if actually used abroad by them not less than one year, and not intended for any other person or persons, nor for sale." Persons claiming the special exemption allowed by law to non-residents are not entitled to the \$100 exemption; in addition thereto, they must come either as residents or as non-residents.

1541

## CAUTION.

1542

The importation of all garments made in whole or part of sealskins is prohibited, but such garments if taken abroad by residents of the United States may be re-entered on presentation of a certificate of ownership from the Collector of Customs at port of departure, which certificate must be obtained by the owner of the garment by offering the same to the Collector for inspection before leaving this country.

*The Following Articles are on the Free List:*

Books, maps, music, engravings, photographs, etchings, bound or unbound, and charts, which shall have been printed more than twenty years at the date of importation. Books and pamphlets printed exclusively in languages other than English.

## GENERAL REMARKS.

*All Previous Issues of European Inland Tariffs of  
the Russian East-Asiatic S. S. Co., Ltd.,  
are Hereby Cancelled.*

1. The rates to and from European Inland points quoted in this Tariff are to be applied only in connection with OCEAN THIRD CLASS tickets issued TO OR FROM Rotterdam or TO OR FROM Libau.

2. These rates are net and NO COMMISSION IS ALLOWED on them.

3. FOURTH CLASS railroad accommodation is in use in part of Germany only. If a certain point cannot be reached over the entire route in the fourth class, our fourth class rates will be found to include third class rail transportation for that part of the journey where there is no fourth class in existence. 1544

4. FOURTH CLASS rates have been quoted chiefly for information, and although tickets will be issued that way if desired, the very few and questionable advantages this class of transportation offers makes it advisable to always recommend passengers to take third class accommodation.

5. BOAT RATES are for transportation by Rhine boats as far as possible; thence by rail. 1545

They should not be used for transportation during the Winter season (Nov. 1st—March 31st).

6. CHILDREN. Half rates on European railroads are charged as follows:

In Switzerland, children from 3 to 10 years.

In France, children from 3 to 7 years.

In Holland, Germany and Austria, children from 4 to 10 years.

In Belgium, children from 3 to 8 years.

*Petitioner's Exhibit 151*

1546

Children under 3 or 4 years travel free.  
 In Russia, children under 5 years travel free.  
 Quarter rates from 5 to 10 years.

7. NO BOARD is furnished on European railroads; passengers should provide for this themselves.

1547

8. BAGGAGE. Passengers will receive as much baggage free as the railroads in the different European countries allow. On most of the European railroads, 25 kilos, or 55 lbs. per adult on third class tickets are allowed free. On fourth class tickets, only hand baggage is carried free, but passengers will find that a good deal of baggage can be taken as hand baggage in the fourth class carriages. Overweight is always at passenger's expense. On the steamers of the Russian East-Asiatic S. S. Co., Ltd., 15 cubic feet or 200 lbs. is allowed. On the Russian Railroad, 40 lbs. are allowed free each adult passenger. The Company assume no responsibility for HAND-BAGGAGE, PROPERTY OR PERSONAL EFFECTS of any kind which remain in the possession or care of the passengers during the voyage.

1548

Claims as regards damage or loss of baggage must be made immediately after arrival of the steamer at port of destination, to the Company's representatives.

Bicycles must be crated or boxed, and are subject to a charge of \$2.50 each.

All baggage should be properly checked and should bear in legible manner the passenger's name, port of destination, name of the steamer, date of sailing for which purpose labels and baggage tags are furnished.

Baggage can be sent to our piers, so marked, several days in advance of sailing, but must be claimed by passenger prior to boarding the steamer on the day of sailing.

All matters with reference to baggage must be arranged with the baggage master before going on board. The Company's employees on board ship, otherwise,

are not permitted to make arrangements of any kind, or accept commissions from passengers to attend to baggage and other matters which do not pertain to their duties and position.

9. Passengers booked from European Inland points should apply to Messrs. Ruys & Co., at Rotterdam and Messrs. Knie, Falk & Co., at Libau, Universal-Reisebureau, Wien II, Mühlfeldgasse 5 for travelling instructions.

Station	Province or State	To or From Rotterdam			1550
		Rail 3rd Class	Rail 4th Class	Rhine Boat	
Aahcen .....	Rhein-Province .....	\$1.00	\$....	\$....	
(Aix-la Chapelle)	(Rhein Province)				
Agram* .....	Kroatien (Hungary) ....	10.75	*8.40	....	
Alexandria* .....	Egypten (Egypt) .....	....	....	....	
Alexandrowo .....	Ost-Preussen .....	9.30	5.30	....	
Allenstein .....	Hessen-Darmstadt .....	9.30	5.30	....	
Alzey .....	.....	3.30	2.00	1.60	
Amanweiler .....	Elsass (Alsace) .....	2.10	....	....	
Ansbach .....	Bayern (Bavaria) .....	5.40	3.75	3.40	
Arnhem .....	Gelderland .....	0.42	....	....	
	(Netherlands)				
Aschaffenburg .....	Bayern (Bavaria) .....	3.90	2.30	1.95	1551
Augsburg .....	Bayern (Bavaria) .....	6.00	4.95	4.30	
Bachrach .....	Rhein-Provinz .....	2.80	1.75	1.50	
	(Rhein Province)				
Backnang .....	Württemberg .....	4.55	3.55	2.90	
Bajohren (bei Memel) ..	Ost-Preussen .....	13.10	7.15	....	
Bamberg .....	Bayern (Bavaria) .....	5.25	3.60	3.30	
Barmen .....	Rhein-Provinz .....	1.50	1.10	....	
	(Rhein Province)				
Basel (Bale)* .....	Schweiz (Switzerland) ..	*4.55	....	4.00	

\*For special through rates see agents' circular.



*Petitioner's Exhibit 151*

1552

	Station	Province or State	To or From Rotterdam		
			Rail 3rd Class	Rail 4th Class	Rhine Boat
	Batoum*	Russland (Russia)	\$....	\$....	\$....
	Bayreauth	Bayern (Bavaria)	6.05	3.85	....
	Bebra	Hessen-Nassau	4.20	2.40	....
	Belfort*	France	....	....	....
	Belgrad	Serbia	....	10.40	....
	Belovar	Kroaten (Hungary)	13.00	9.00	....
	Bensdorf	Elsass (Alsace)	2.55	....	....
	Beraun	Böhmen (Bohemia)	7.50	4.60	....
1553	Berlin	Brandenburg	5.15	3.00	....
	Bern*	Schweiz (Switzerland)	*5.65	....	5.15
	Beyrouth*	Syria	....	....	....
	Biala	Oester-Schlesien (Austrian Silesia)	9.60	5.85	....
	Bienne (Biel)*	Schweiz (Switzerland)	*5.45	....	4.95
	Bingen a. Rh.	Hessen	2.95	1.80	1.45
	Bingerbrück	Rhein-Provinz	3.55	2.15	1.45
	Bischweiler	Elsass (Alsace)	4.85	3.55	3.15
	Bitsch	Elsass (Alsace)	2.90	2.75	2.55
	Bochum	Westfalen	1.45	1.05	....
	Bodenback	Böhmen (Bohemia)	7.00	3.95	....
	Bonn a. Rh.	Rhein-Provinz (Rhein Province)	1.80	1.25	1.10
1554	Bordeaux	France	....	....	....
	Boxtel	Noord-Brabant (Netherlands)	0.40	....	....
	Bozen (Bolzano)	Tyrol	7.90	7.65	7.05
	Breslau	Schlesien (Silesia)	8.30	4.70	....
	Brody	Galizien (Galicia)	12.15	8.10	....
	Bromberg	Posen	8.35	4.75	....
	Bruchsal	Baden	3.90	2.85	2.20
	Bruch o. Mur	Steirwark (Styria)	8.90	7.10	....
	Brünn	Mähren (Moravia)	9.05	6.00	....

\*For special through rates see agents' circular.

## Petitioner's Exhibit 151

1555

Station	Province or State	To or From Rotterdam		
		Rail 3rd Class	Rail 4th Class	Rhine Boat
Buchloe .....	Bayern (Bavaria) .....	\$6.15	\$5.10	\$4.45
Budapest .....	Ungarn (Hungary) .....	10.40	7.55	....
Budweis .....	Böhmen (Bohemia) .....	7.95	5.45	....
Bukarest .....	Rumänien (Roumania) ..	13.20	10.35	....
Cannstadt .....	Württemberg .....	4.60	3.55	2.90
Caslau .....	Böhmen (Bohemia) .....	8.00	4.95	....
Cassel .....	Hessen-Nassau .....	3.60	2.10	....
Cham .....	Bayern (Bavaria) .....	6.65	5.05	4.70
Chemnitz .....	Kgr. Sachsen (Saxony) ..	6.05	3.45	....
Chiasso* .....	Schweiz (Switzerland) ..	*8.35	....	7.70
Chrudim .....	Böhmen (Bohemia) .....	8.65	5.60	....
Chur* .....	Schweiz (Switzerland) ..	*6.70	6.40	5.75
Coblenz .....	Rhein-Provinz .....	2.35	1.55	1.25
	(Rhein Province)			
Colmar* .....	Elsass (Alsace) .....	*3.45	....	....
Cologne (Cöln a Rh.) ..	Rhein-Provinz .....	1.45	1.10	0.95
	(Rhein Province)			
Constantinople* .....	Turkey .....	....	....	....
Crefeld .....	Rhein-Provinz .....	1.00	0.85	....
	(Rhein Province)			
Czernowitz .....	Bukowina .....	12.75	8.75	....
Darmstadt .....	Hessen-Nassau .....	3.65	2.15	1.75
Debreczin .....	Ungarn (Hungary) .....	11.85	9.00	....
Délémont* .....	Schweiz (Switzerland) ..	*4.95	....	4.45
Detmold .....	Lippe-Detmold .....	2.25	1.60	....
Deutsch-Eylau .....	West-Preussen .....	9.75	5.40	....
Debricza .....	Ungarn (Hungary) .....	13.10	10.20	....
Donauwörth .....	Bayern (Bavaria) .....	5.75	4.55	4.10
Dortmund .....	Westphalen .....	1.60	1.15	....
Dressden .....	Kgr. Sachsen (Saxony) ..	6.40	3.65	....
Duisburg .....	Rhein-Provinz .....	1.20	0.95	....
	(Rhein Province)			

\*For special through rates see agents' circular.

*Petitioner's Exhibit 151*

1558

Station	Province or State	To or From Rotterdam		
		Rail 3rd Class	Rail 4th Class	Rhine Boat
Düsseldorf	Rhein-Provinz (Rhein Province)	\$1.20	\$0.95	\$....
Eger	Böhmen (Bohemia)	6.65	4.15	....
Elberfeld	Rhein-Provinz (Rhein Province)	1.45	1.10	....
Ellwangen	Württemberg	5.35	3.90	3.60
Embsen	Hannover	1.55	1.30	....
Eperjes	Ungarn (Hungary)	11.25	7.55	....
1559 Erfurt	Prov. Sachsen (Prov. Saxony)	5.15	2.90	....
Erlangen	Bayern (Bavaria)	5.55	3.95	3.60
Esseg	Kroatien (Hungary)	13.45	9.45	....
Essen	Rhein-Provinz (Rhine Province)	1.35	1.00	....
Eydtkuhnen	Ost-Preussen	12.30	6.65	....
Fehér	(See Stuhlweissenburg)	....	....	....
Flume*	Kroatien (Hungary)	10.80	*8.40	....
Frankfurt a. Main	Hessen-Nassau	3.55	2.10	1.75
Frankfurt a. Oder	Brandenburg	6.00	3.55	....
Freiburg	Baden	4.20	4.05	3.40
1560 Fulda	Hessen-Nassau	4.10	2.40	2.25
Fünfkirchen	Ungarn (Hungary)	12.05	9.20	....
Furth i. Wald	Bayern (Bavaria)	5.45	3.80	3.45
Gaildorf	Württemberg	4.85	3.80	3.15
Galszecs	Ungarn (Hungary)	11.65	7.95	....
Geinhausen	Hessen-Nassau	3.75	2.20	1.95
Gelsenkirchen	Westfalen	1.35	1.00	....
Genève (Genf)*	Schweiz (Switzerland)	*7.05	....	6.50
Genoa (Genova)*	Italy	....	8.00	....
Giessen	Hessen-Darmstadt	3.05	1.85	1.75
Gmunden	Bayern (Bavaria)	7.80	6.20	5.85

\*For special through rates see agents' circular.

## Petitioner's Exhibit 151

1561

Station	Province or State	To or From Rotterdam		
		Rail 3rd Class	Rail 4th Class	Rhine Boat
Gotschee .....	Austria (Krain) .....	\$10.20	\$8.95	\$....
Graz .....	Steiermark (Styria) .....	9.35	7.45	....
Groningen .....	Groningen (Netherlands) ..	0.90	....	....
Grosswardein .....	Ungarn (Hungary) .....	12.05	9.20	....
Hagenau* .....	Elsass (Alsace) .....	3.25	3.10	*2.75
Hall .....	Württemberg .....	4.90	3.70	3.05
Hamm .....	Westfalen .....	1.90	1.25	....
Hannover .....	Hannover .....	2.70	1.80	.... 1562
Heidelberg .....	Baden .....	4.05	2.60	1.95
Heilbronn .....	Württemberg .....	4.65	3.20	2.55
Herrmannstadt .....	Siebenburgen (Hungary) ..	12.55	9.65	....
's-Hertogenbosce .....	Nood-Brabant .....	0.35	....	....
	(Netherlands)			
Hof .....	Bayern (Bavaria) .....	6.30	3.75	....
Horb .....	Württemberg .....	4.65	3.80	3.15
Iglau .....	Mähren (Moravia) .....	8.55	5.50	....
Igney-Avricourt* .....	Elsass (Alsace) .....	*2.80	....	....
Illowo .....	Ost-Preussen .....	10.25	5.65	....
Ingolstadt .....	Bayern (Bavaria) .....	6.20	4.65	4.30
Innsbruck* .....	Tyrol .....	*6.80	6.55	5.95 1563
Inowrazlaw .....	Posen .....	6.80	4.85	....
Insterburg .....	Ost-Preussen .....	11.70	6.35	....
Jablonowo .....	West-Prussen .....	9.40	5.25	....
Jaffa* .....	Syria .....	....	....	....
Jaslo .....	Galizien (Galicia) .....	10.95	6.90	....
Jassy .....	Rumänien (Roumania) ..	14.15	10.15	....
Kaiserlautern .....	Bayern (Bavaria) .....	3.10	2.40	2.05
Karlsruhe .....	Baden .....	4.35	2.95	2.30
Karlstadt* .....	Kroatien (Hungary) ....	11.15	*8.40	....

\*For special through rates see agents' circular.

## Petitioner's Exhibit 151

1564

Station	Province or State	To or From Rotterdam		
		Rail 3rd Class	Rail 4th Class	Rhine Boat
Kaschau (Kassa) .....	Ungarn (Hungary) .....	\$11.25	\$7.55	\$.....
Kempten .....	Bayern (Bavaria) .....	6.05	5.00	4.35
Klagenfuat .....	Kärnthen (Austria) .....	9.35	7.45	....
Klattau .....	Böhmen (Bohemia) .....	7.20	4.95	....
Klausenbusg .....	Siebenburgen (Hungary) ..	12.05	9.20	....
Köln (see Cologne) .....	.....	....	....	....
Kolin .....	Böhmen (Bohemia) .....	7.90	4.85	....
Königsberg .....	Ost-Preussen .....	10.85	5.95	....
15.5 Königsberg .....	Böhmen (Bohemia) .....	6.75	4.20	....
Kolozsvár .....	.....	....	....	....
(See Klausenburg)				
Konitz .....	West-Preussen .....	8.35	4.70	....
Konstanz .....	Baden .....	5.15	4.95	4.30
Kowno .....	Russland (Russia) .....	12.90	7.25	....
Krakau .....	Galizien (Galicia) .....	9.95	5.95	....
Kreuznach .....	Rhein Provinz .....	3.05	1.85	1.55
(Rhine Province)				
Kronstadt .....	Siebenburgen (Hungary) ..	12.05	9.20	....
Lahr .....	Baden .....	3.90	3.75	3.10
Laibach* .....	Krain (Austria) .....	9.70	*8.50	....
Landau i. Pf. ....	Bayern (Bavaria) .....	3.40	2.70	2.25
Landau i. Isar .....	Bayern (Bavaria) .....	7.00	5.40	5.05
Landshut .....	Bayern (Bavaria) .....	6.85	5.20	4.00
Lausanne* .....	Schweiz (Switzerland) ..	*6.45	....	5.95
Leeuwarden .....	Friesland (Netherlands) ..	0.90	....	....
Leipzig (Leipsic) .....	Kgr. Sachsen (Saxony) ..	5.25	3.05	..
Lemberg .....	Galizien (Galicia) .....	11.65	7.65	....
London .....	.....	....	2.70	....
Lichtenfels .....	Bayern (Bavaria) .....	5.50	3.35	....
Lille* .....	France .....	....	....	....
Limburg a. L. ....	Hessen-Nassau .....	2.80	1.75	1.50
Lindau .....	Bayern (Bavaria) .....	5.80	5.35	4.70

\*For special through rates see agents' circular.

1566

## Petitioner's Exhibit 151

1567

Station	Province or State	To or From Rotterdam		
		Rail 3rd Class	Rail 4th Class	Rhine Boat
Linz .....	Ober Oesterreich .....	\$7.85	\$6.10	\$5.90
	(Upper Austria)			
Lippstadt .....	Westfalen .....	2.05	1.45	....
Lissa .....	Böhmen (Bohemia) .....	7.65	4.60	....
Ljubljana* .....	.....	....	....	....
	(See Laibach)			
Ludwigshafen .....	Bayern (Bavaria) .....	3.70	2.35	1.80
Luxemburg* .....	Luxemburg .....	*1.55	....	....
Luzern* .....	Schweiz (Switzerland) ..	*5.50	....	5.00
Lyck .....	Ost-Preussen .....	11.90	6.45	....
				1568
Maastricht .....	Limburg (Netherlands) ..	0.90	....	....
Magdeburg .....	Prov. Sachsen .....	4.10	2.50	....
	(Prov. Saxony)			
Mailand (Milano)* ....	Italien (Italy) .....	....	....	....
Mainz (Mayence) .....	Hessen-Darmstadt .....	3.25	1.95	1.55
Mannheim .....	Baden .....	3.85	2.45	1.80
Marburg a. Drau .....	Steiermark (Styria) .....	10.45	8.05	....
Maria Theresiopel .....	Ungarn (Hungary) .....	11.50	8.65	....
Marseille* .....	France .....	....	....	....
Memel .....	Ost-Preussen .....	12.90	7.00	....
Memmingen .....	Bayern (Bavaria) .....	5.75	4.75	4.10
Messina* .....	Italy .....	....	15.00	....
				1569
Metz* .....	Lothringen (Lorraine) ...	*2.10	....	....
Middelburg .....	Zeeland (Netherlands) ...	0.55	....	....
Mielec .....	Galizien (Galicia) .....	10.80	6.80	....
Milano (see Mailand)* ..	.....	....	....	....
Minden .....	Westfalen .....	2.10	1.50	....
Minsk .....	Russland (Russia) .....	12.60	8.65	....
Misklocz .....	Ungarn (Hungary) .....	11.25	7.55	....
Mitrovicza .....	Ungarn (Hungary) .....	13.55	9.55	....
Modane* .....	France .....	....	....	....
Mogilno .....	Posen .....	8.15	4.70	....

\*For special through rates see agents' circular.

## Petitioner's Exhibit 151

1570

Station	Province or State	To or From Rotterdam		
		Rail 3rd Class	Rail 4th Class	Rhine Boat
Mohacs .....	Ungarn (Hungary) .....	\$12.50	\$9.60	\$....
Moskau .....	Russland (Russia) .....	14.50	10.50	....
Mühldorf .....	Bayern (Bavaria) .....	7.20	5.65	5.35
Mühlhausen* .....	Elsass (Alsace) .....	4.30	....	*3.80
Mühlheim .....	Hessen-Darmstadt .....	3.65	2.20	1.80
München .....	Bayern (Bavaria) .....	6.50	5.30	4.85
München-Gladbach .....	Rhein-Provinz .....	1.00	0.85	....
	(Rhein Province)			

1571

Munkacs .....	Ungarn (Hungary) .....	12.05	8.55	....
Münster .....	Elsass (Alsace) .....	4.10	....	3.60
Myslowitz .....	Schlesien (Silesia) .....	9.85	5.60	....
Nagy Szeben .....	(See Herrmannstadt) ....	....	....	....
Nagy Varad .....	(see Grosswardein) .....	....	....	....
Nancy* .....	France .....	....	....	....
Naples (Napoli)* .....	Italy .....	....	12.00	....
Neuchatel* .....	Schweiz (Switzerland) ..	*5.75	....	5.20
Neustadt a. d. H .....	Bayern (Bavaria) .....	3.45	2.55	2.05
Nördlingen .....	Bayern (Bavaria) .....	5.50	4.30	3.80
Nürnberg .....	Bayern (Bavaria) .....	5.50	3.85	3.55
Nymegen .....	Gelderland (Netherlands)	0.45	....	....

Outward  
only.

1572

Oderberg .....	Oester-Schlesien .....	9.30	5.60	Do not book
	(Austrian Silesia)			prepaids.
Odessa .....	Russland (Russia) .....	15.30	11.30	....
Oedenburg .....	Ungarn (Hungary) .....	9.25	6.50	....
Offenburg .....	Baden .....	3.70	3.55	2.90
Olmütz .....	Mähren (Moravia) .....	8.80	5.90	....
Olsztyn .....	.....	....	5.50	....
Oppeln .....	Schlesien (Silesia) .....	9.10	5.05	....
Osnabrück .....	Hannover .....	1.45	1.20	....
Ostrowo .....	Posen .....	8.70	4.90	....

\*For special through rates see agents' circular.

Station	Province or State	To or From Rotterdam		
		Rail 3rd Class	Rail 4th Class	Rhine Boat
				Outward only.
Oswiecim .....	Galizien (Galicia) .....	\$9.60	\$5.70	Do not book prepaids.
Ottlotschin .....	West-Preussen .....	8.95	5.00	\$....
Palmero* .....	Italy .....	....	15.00	....
Pardubitz .....	Böhmen (Bohemia) .....	8.30	5.25	.... 1574
Paris* .....	France .....	....	4.30	....
Passau .....	Bayern (Bavaria) .....	7.30	5.65	5.35
Pecs .....	....	....	....	....
(See Fünfkirchen)				
Pest (see Budapest) .....	....	....	....	....
Peterwardein .....	Ungarn (Hungary) .....	12.05	9.15	....
Pforzheim .....	Baden .....	4.10	3.20	2.55
Pilsen .....	Böhmen (Bohemia) .....	7.25	4.70	....
Pireus* .....	Greece .....	....	....	....
Pirmasens .....	Bayern (Bavaria) .....	3.10	2.90	2.70
Pisek .....	Böhmen (Bohemia) .....	7.70	5.10	....
Podwoloczyska .....	Galizien (Galicia) .....	12.45	8.45	....
Pontarlier* .....	France .....	....	....	....
Posen .....	Posen .....	7.65	4.30	.... 1575
Prag (Prague) .....	Böhmen (Bohemia) .....	7.50	4.60	....
Prerau .....	Mähren (Moravia) .....	8.95	6.00	....
Prostken .....	Ost-Preussen .....	12.05	6.55	....
Przemysl .....	Galizien (Galicia) .....	11.20	7.20	....
Ratibor .....	Schlesien (Silesia) .....	9.60	5.45	....
Regensburg .....	Bayern (Bavaria) .....	6.30	4.70	4.35
Reichenberg .....	Bayern (Bavaria) .....	4.75	3.15	2.80
Reutlingen .....	Württemberg .....	5.00	4.00	3.35
Roermond .....	Limburg (Netherlands) ..	0.75	....	....
Rogasen .....	Posen .....	8.00	4.55	....

\*For special through rates see agents' circular.



*Petitioner's Exhibit 151*

1576

Station	Province or State	To or From Rotterdam		
		Rail 3rd Class	Rail 4th Class	Rhine Boat
Rottweil .....	Württemberg .....	\$4.65	\$4.15	\$3.50
Saarbrücken .....	Rhein-Provinz .....	2.55	2.35	2.15
	(Rhein Province)			
Saargemünd* .....	Elsass (Alsace) .....	2.60	2.45	*2.20
Saaz .....	Böhmen (Bohemia) .....	7.05	4.15	....
Salonica* .....	Turkey .....	....	....	....
Salzburg .....	Salzburg .....	7.75	6.55	6.10
	Oesterreich (Austria)			
1577 Samoun* .....	Asia Minor .....	....	....	....
Saratow .....	Russland (Russia) .....	16.25	12.30	....
Schaffhausen .....	Schweiz .....	5.10	4.80	4.15
Schneidemühl .....	Posen .....	7.55	4.30	....
Schotten .....	Hessen .....	3.55	2.10	2.00
Schweinfurt .....	Bayern (Bavaria) .....	4.80	3.15	2.80
Sedletz-Kottenberg .....	Böhmen .....	7.90	4.85	....
Sillein (Zsolna) .....	Ungarn (Hungary) .....	9.85	6.25	....
Simgen .....	Baden .....	4.95	4.70	4.05
Smolensk .....	Russland (Russia) .....	13.45	9.50	....
Smyrna* .....	Asia Minor .....	....	....	....
Srieek .....	Friesland (Netherlands) .	0.85	....	....
1578 Solingen .....	Rhein-Provinz .....	1.45	1.05	....
	(Rhein Province)			
Speyer .....	Bayern (Bavaria) .....	3.70	2.50	1.05
Starga. d .....	Pommern .....	6.75	3.90	....
St. Gallen* .....	Schweiz (Switzerland) ..	*5.65	5.50	4.85
Strassburg i/E* .....	Elsass (Alsace) .....	*3.40	....	2.90
Strassberg i/W Pr .....	West Preussen .....	9.60	5.35	....
Stuhlweissenburg .....	Ungarn (Hungary) .....	10.90	8.05	....
	(Feher)			
Stuttgart .....	Württemberg .....	4.55	3.50	2.85
Szegedin .....	Ungarn (Hungary) .....	11.65	8.75	....

\*For special through rates see agents' circular.

Station	Province or State	To or From Rotterdam			
		Rail 3rd Class	Rail 4th Class	Rhine Boat	
Tabor .....	Böhmen (Bohemia) .....	\$8.10	\$5.15	\$....	
Tarnopol .....	Galizien (Galicia) .....	12.25	8.25	....	
Tarnow .....	Galizien (Galicia) .....	10.35	6.35	....	
Taus .....	Böhmen (Bohemia) .....	6.95	5.00	....	
Temesvár .....	Ungarn (Hungary) .....	12.05	9.15	....	
Teplitz .....	Böhmen (Bohemia) .....	7.15	4.20	....	
Teschen .....	Oesterr. Schlesien .....	9.50	5.80	....	
Thorn .....	West-Preussen .....	8.85	4.95	....	
Thun .....	Schweiz (Switzerland) ..	5.80	....	5.30	1580
Tilsit .....	Ost-Preussen .....	12.05	6.60	....	
Trebizonde* .....	Asia Minor .....	....	....	....	
Trient .....	Tyrol .....	8.25	8.00	7.40	
Trier .....	Rhein-Provinz .....	2.00	1.95	1.80	
	(Rhein Province)				
Triest* .....	Oesterreich (Austria) ...	10.80	*9.35	....	
Tripolis* .....	Asia Minor .....	....	....	....	
Tübingen .....	Württemberg .....	4.90	4.05	3.40	
Turin (Torino)* .....	Italy .....	....	....	....	
Turnau .....	Böhmen (Bohemia) .....	7.50	4.45	....	
Uden .....	Noord-Brabant .....	0.50	....	....	
	(Netherlands)				
Uerdingen .....	Rhein-Provinz .....	1.10	0.90	....	1581
	(Rhein Province)				
Ulm .....	Württemberg .....	5.30	4.30	3.65	
Ungvar .....	Ungarn (Hungary) .....	12.05	8.35	....	
Venlo .....	Limburg (Netherlands) ..	0.65	....	....	
Vienna (see Wien) ....	Oesterreich (Austria) ...	....	....	....	
Villach .....	Kärnthen (Austria) ....	8.95	7.90	....	
Villingen .....	Baden .....	4.45	4.25	3.60	
Vlissingen .....	Zeeland (Netherlands) ...	0.55	....	....	
Vukovar .....	Kroatien (Hungary) ....	13.50	9.50	....	

\*For special through rates see agents' circular.

*Petitioner's Exhibit 151*

1582

	Station	Province or State	To or From Rotterdam		
			Rail 3rd Class	Rail 4th Class	Rhine Boat
	Warschau .....	Russland (Russia) .....	\$10.40	\$6.45	\$....
	Weiden .....	Bayern (Bavaria) .....	6.50	4.35	....
	Weilheim .....	Bayern (Bavaria) .....	6.60	5.55	4.90
	Weinheim .....	Baden .....	3.95	2.40	1.95
	Weissenburg* .....	Elsass (Alsace) .....	3.65	2.90	*2.45
	Weisskirchen .....	Mähren (Moravia) .....	9.05	5.85	....
	Wesel .....	Rhein-Provinz .....	0.95	0.75	....
		(Rhein Province)			
1583	Wien (Vienna) .....	Oesterreich (Austria) ...	8.75	6.00	....
	Wiesbaden .....	Hessen-Nassau .....	3.25	1.95	1.60
	Wieschen .....	Posen .....	8.10	4.60	....
	Wilna .....	Russland (Russia) .....	13.65	8.00	....
	Witten .....	Westfalen .....	1.60	1.10	....
	Worms .....	Hessen-Darmstadt .....	3.55	2.15	1.75
	Wurzburg .....	Bavarn (Bavaria) .....	4.65	3.05	2.70
	Zabern .....	Elsass (Alsace) .....	3.05	....	2.90
	Znaim .....	Mähren (Moravia) .....	9.05	6.00	....
	Zombor .....	Ungarn (Hungary) .....	11.90	9.00	....
	Ysolna .....	(See Sillien) .....	....	....	....
	Zürich* .....	Schweiz (Switzerland) ..	*5.45	5.35	4.70
1584	Zweilbrücken .....	Bayern (Bavaria) .....	2.80	2.60	2.25
	Zwiesel .....	Bayern (Bavaria) .....	7.35	5.40	....

\*For special through rates see agents' circular.

# RUSSIAN RAILROAD TARIFF TO AND FROM LIBAU.

Alexandrowo .....	\$4.10	Lublin .....	\$4.40	
Bachmatsch .....	4.20	Minsk .....	2.85	
Baransvichi .....	3.00	Mitau .....	1.25	
Batum .....	9.60	Molodotschko .....	2.50	
Berditschew .....	4.40	Mogilew .....	3.90	
Bialostok .....	2.85	Moskow .....	4.60	
Bobrinsk .....	3.25	Muravieo .....	.65	
Brjansk .....	4.60	Nischni-Novgorod ..	5.70	
Brest Litowsk .....	3.90	Nevel .....	3.40	
Charkow .....	5.10	Nowgorod .....	2.60	1586
Czentochow .....	4.10	Nicolaeff .....	5.60	
Czernigow .....	4.60	Odessa .....	5.70	
Dwinsk .....	2.15	Osipovitsch .....	3.10	
Ekatherinoslav .....	5.70	Orel .....	4.30	
Gomel .....	4.00	Ostrolenko .....	3.65	
Graievo .....	3.20	Oscha .....	3.50	
Granica .....	4.40	Pinsk .....	3.40	
Grodno .....	2.60	Peotzk .....	2.85	
Helsingfors .....	6.20	Pensa .....	6.15	
Iaroslavl .....	5.00	Poltava .....	5.00	
Juryeff .....	2.60	Pernau .....	3.20	
Jekalernoslawe .....	5.70	Poniewiesz .....	1.50	
Kazatin .....	4.40	Pskow .....	2.75	1587
Kaidany .....	1.55	Radzvilsschki .....	1.25	
Kalkunen .....	2.15	Radziwillowo .....	5.50	
Kieff .....	4.70	Reval .....	3.15	
Kielc .....	4.80	Riga .....	1.45	
Kursk .....	4.90	Ravno .....	3.75	
Kischineff .....	5.95	Romny .....	4.50	
Kowno .....	2.05	Rostov na Donu ...	6.70	
Koschedari .....	1.80	Rybinsk .....	4.60	
Krementschug .....	5.00	Rieschitza .....	2.45	
Laudrasovo .....	2.00	Rjazan .....	5.70	
Lodz .....	3.90	Samara .....	6.85	

1589

*Petitioner's Exhibit 151*

Shitomir .....	\$4.50	Siedletz .....	\$3.70
Sosnowice .....	4.30	Schawli .....	1.15
Stawropol .....	7.35	Tamboco .....	5.80
Syrian .....	6.55	Tchernigow .....	5.00
St. Petersburg .....	3.60	Twier .....	4.30
Saratow .....	6.30	Tiflis .....	10.40
Scheptuchowka ....	4.25	Tscherkask .....	12.00
Svienciany .....	2.45	Tula .....	5.00
Sedlets .....	3.70	Uffa .....	7.75
Sevestapol .....	6.55	Warschau .....	3.50
Sdobunowo .....	4.80	Wirbalen .....	2.35
1589 Salessje .....	2.40	Wilna .....	2.15
Somfcropol .....	6.45	Windava .....	2.05
Scernenitze .....	3.60	Witebsk .....	3.15
Smolensk .....	3.90	Woronesch .....	5.50
Slobin .....	3.40	Zdolbunovo .....	4.80
Snowskaja .....	3.90	Zitomir .....	4.50
Suwalk .....	3.10	Zaryzin .....	6.55
Summi .....	4.70		

APPROXIMATE EUROPEAN RAILROAD  
RATES AND TIME.

1590

## I AND II CLASS.

To	FROM ROTTERDAM		
	Time Hours	First Class	Second Class
Amsterdam .....	1½	\$ 1.40	\$ 1.00
Antwerp .....	2	1.90	1.45
Baden-Baden .....	13	12.80	9.40
Bale .....	15	14.70	10.70
Bayreuth .....	17	16.60	12.20
Berlin .....	12	13.05	9.80
Berne .....	18	16.90	12.25

## Petitioner's Exhibit 151

1591

To	FROM ROTTERDAM			
	Time Hours	First Class	Second Class	
Bonn .....	6½	\$ 5.75	\$ 4.35	
Bordeaux .....	18	22.15	15.15	
Bremen .....	8¼	7.30	5.60	
Brussels .....	3	2.75	2.00	
Budapest .....	30	32.55	22.60	
Cannes .....	30	31.65	21.65	
Carlsbad .....	21	18.85	13.90	
Carlsruhe .....	11½	11.95	8.85	
Coblenz .....	7½	6.95	5.25	1592
Cologne .....	5½	5.05	3.80	
Constantinople .....	65	60.20	40.60	
Copenhagen .....	22	15.90	12.30	
Dresden .....	15	15.80	11.90	
Dusseldorf .....	5½	4.45	3.40	
Florence .....	31	32.05	23.05	
Frankfort o/Main ...	10	9.20	7.00	
Geneva .....	21	20.00	14.45	
Hamburg .....	10	9.90	7.50	
Hanover .....	8½	7.55	5.73	
Heidelberg .....	11	10.75	8.05	
Innsbruck .....	20	19.90	15.90	
Interlaken .....	21	18.05	12.95	1593
Lausanne .....	20	18.80	13.60	
Leipsic .....	13½	13.10	9.90	
Libson .....	54	51.80	37.50	
London .....	10	7.60	4.35	
Lucerne .....	17	16.65	12.10	
Madrid .....	44	42.60	30.05	
Mannheim .....	10½	10.25	7.75	
Marienbad .....	20	18.25	13.45	
Milano .....	24	23.35	16.80	
Munich .....	18	18.85	13.60	
Nice .....	30	32.30	22.10	

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*Petitioner's Exhibits 152, 153*

	To	FROM ROTTERDAM		
		Time Hours	First Class	Second Class
	Paris .....	8	\$ 9.10	\$ 6.35
	Prague .....	20	20.70	15.20
	Rome .....	38	40.10	28.50
	St. Petersburg .....	47	41.50	29.80
	Strassburg .....	12	11.65	8.60
	Stuttgart .....	13½	13.35	9.85
	Venice .....	30	29.75	21.30
	Vienna .....	24	26.05	18.30
1595	Wiesbaden .....	9½	8.45	6.45

**Petitioner's Exhibit 152.**

The European railroad tariff from Rotterdam and to or from Libau of the Russian American Line, re-issue of April, 1911, marked for identification.

**Petitioner's Exhibit 153.**

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The European railroad tariff from Rotterdam and to or from Libau of the Russian American Line, re-issue of Sept., 1911.

